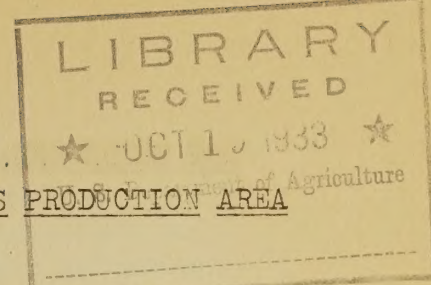


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Omaha - Council Bluffs



PROPOSED MARKETING AGREEMENT FOR MILK - - OMAHA-COUNCIL BLUFFS PRODUCTION AREA

The parties of this Agreement are the contracting distributors and the contracting producers and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended -

(1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefore, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the prewar period, August 1909-July 1914, and in case of tobacco, the base period being the postwar period, August 1919-July 1929;

(2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and

(3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the prewar period, August 1909-July 1914; and

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Agreement and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Agricultural Adjustment Act, the parties hereto for the purpose of correcting the conditions now obtained in the production of milk in the Omaha-Council Bluffs production area for distribution of fluid milk in the Omaha-Council Bluffs sales area and the distribution thereof, and to effectuate the declared policy of said Act, desire to enter into a marketing agreement under the provision of Section 8 (2) of the Act; and

WHEREAS, the marketing of milk in the Omaha-Council Bluffs production area for distribution as fluid milk in the Omaha-Council Bluffs sales area and the distribution of said fluid milk are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled,:



NOW THEREFORE, the parties hereto agree as follows:

-1-

As used in this Agreement, the following words and phrases shall be defined as follows:

1. "Secretary" means the Secretary of Agriculture of the United States.
2. "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.
3. "Person" means individual, partnership, corporation, association, trust, estate, or any other business unit.
4. "Fluid Milk" means milk, cream, or any other of the articles listed in Exhibit C, which are sold for consumption in the Omaha-Council Bluffs sales area.
5. "Contracting Producers" means the Midwest Non-Stock Co-operative Dairies, (a non-profit corporation organized and existing under the laws of the State of Nebraska), The Nebraska-Iowa Non-Stock Co-operative Milk Association, (a non-profit corporation organized and existing under the laws of the State of Nebraska), and such producers and associations of producers of milk in the Omaha-Council Bluffs production area sold for consumption as fluid milk in the Omaha-Council Bluffs sales area (irrespective of whether any such persons perform any of the services set forth in definition 6 infra) as may become parties signatory hereto according to the terms hereof.
6. "Contracting Distributors" means the following persons engaged in the business of handling fluid milk (irrespective of whether any such persons are also producers of milk) for consumption in the Omaha-Council Bluffs sales area, as may become parties signatory hereto according to the terms hereof:
  - (a) Pasteurizers, bottlers, or other processors of fluid milk.
  - (b) persons distributing fluid milk at wholesale or retail, (1) to hotels, restaurants, stores, or other establishments for consumption on the premises, (2) to stores or other establishments for resale, or (3) to consumers.
  - (c) Persons operating stores, milk stands, or other establishments selling fluid milk at retail for consumption on or off the premises.
7. "Omaha-Council Bluffs Sales Area" means that territory including the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, the area within the corporate limits of Bellevue and Sarpy Counties, Nebraska and all the area within the corporate limits of Ralston and Douglas Counties, Nebraska, and that territory lying within the following boundary lines:

Commencing at the intersection of the middle of the stream of the Missouri River with the southern boundary of Pottawattamie County, Iowa; running thence southerly along such middle of the stream of that river to the intersection thereof with the Platte River; running thence westerly up the middle stream of the Platte



River to its intersection with the township line between ranges twelve and thirteen east of the sixth principal meridian; thence north in Sarpy County, Nebraska along the boundary between said ranges to the Douglas County line; thence west along said county line three miles; thence north along the section line between sections nine and ten (and such section line produced), three miles west of and parallel to said boundary between said ranges, to the Washington County line at the point located at the northwest and northeast corners respectively of sections three and four in township sixteen in range twelve east in Douglas County, Nebraska; running thence east along the Washington County line or southern boundary to the middle of the stream of the Missouri River; thence south along such middle stream to its intersection with the northern boundary of township seventy-five north, range forty-four west of the fifth principal meridian in Pottawattamie County, Iowa; running thence east along the northern boundary of said township seventy-five to the eastern boundary of range forty-three west of the fifth principal meridian in said county (said point being about two miles west of McClelland, Iowa); running thence south along the eastern boundary of said range forty-three to the southern boundary of Pottawattamie County; thence west along said boundary to the place of beginning.

8. "Omaha-Council Bluffs Production Area" means the territory lying within the following boundary lines in the State of Nebraska and the State of Iowa:

NEBRASKA

Starting at a point at Missouri River  $1\frac{1}{2}$  miles north of the Blair Bridge at the Northeast corner of Desoto Township in Washington County, thence due west on the north boundary line of Desoto Township, Blair Township, Lincoln Township, and Fontenelle Township in Dodge County to the east boundary line of Dodge County, thence south along the east boundary line of Dodge County to the Platte River, thence following Platte River to a point 3 miles east of the City of Morse Bluffs, thence  $8\frac{1}{2}$  miles south to a place known as the J. F. Harriet farm, thence 5 miles east to the northwest corner of the William Fanning farm, thence 6 miles south to the north boundary line of the City of Wahoo, thence 5 miles west to the northeast corner of the Emil Barry farm, thence 6 miles south to the northeast corner of the A. G. Brostrom farm, thence 8 miles east to the southwest corner of the Albert Hagerman farm, thence 6 miles south to the Lancaster County line, thence 5 miles east to the southwest corner of the Henry C. Sutton farm, thence 2 miles south to the northwest corner of Cass County, thence on the south boundary of Saunders County to the Platte River, thence following the Platte River to a point known as Sec. 34 in Plattsmouth Township in Cass County, thence south  $3\frac{1}{2}$  miles to the southeast corner of the Henry Born farm, thence  $\frac{1}{2}$  mile west to the corner of the Jacob Buschler farm, thence south to the Otoe County line, thence east on boundary line to Missouri River, thence following river to the point of beginning.



IOWA

Starting at a point  $\frac{1}{2}$  mile north and  $4\frac{1}{2}$  miles west of the City of Mondamin at the Missouri River, thence  $18\frac{1}{2}$  miles east to the northeast corner of Section 29 in Boyer Township, thence 5 miles south to the northeast corner of Sec. 20 in Jefferson Township, thence 3 miles east to the northwest corner of Sec. 24 in Cass Township in Harrison County, thence 10 miles south to the Pottawattamie County line, thence  $9\frac{1}{2}$  miles east on the south boundary line of Harrison County to the northwest corner of Sec. 6 in Pleasant Township in Pottawattamie County, thence 11 miles south to the northeast corner of Sec. 36 in York Township in Pottawattamie County, thence 6 miles east to the southwest corner of Sec. 20 in Valley Township in Pottawattamie County, thence 13 miles south to the Mills County line, thence 15 miles south on the east boundary line to the northeast corner of Sec. 24 in Deer Creek Township in Mills County, thence 13 miles west to the northeast corner of Sec. 25 in Rowles Township in Mills County, thence 9 miles south to the northwest corner of Sec. 1 in Green Township in Fremont County, thence  $10\frac{1}{2}$  miles west to the Missouri River, thence following river to place of beginning.

"Omaha-Council Bluffs Production Area" also means those farms where the owner or tenant thereof has an established base with a distributor now marketing milk within the Omaha-Council Bluffs sales area, lying within the following counties of the State of Nebraska and the State of Iowa.

NEBRASKA.

Dodge  
Lancaster

Saunders  
Washington

IOWA.

Harrison  
Montgomery

Pottawattamie  
Fremont

9. "Subsidiary" or "Affiliate" means any corporation or other business unit that the parent corporation shall have, either directly or indirectly, any relationship with or interest in by way of stock ownership or in any other manner.

10. "Milk Foundation" means the Milk Foundation Inc., (a non-profit organization, organized and existing under the laws of the State of Nebraska) the board of directors of which shall be six in number to be named annually as follows: Three by the Board of Directors of the Nebraska-Iowa Non-Stock Co-operative Milk Association; two by the contracting distributors, to be elected by a majority in number and who shall be milk dealers operating plants within the Omaha-Council Bluffs Sales Area; and one by the Director of the Agricultural Extension Service of the University of Nebraska.



1. The schedule governing the prices at which, and the terms and conditions under which, milk shall be sold by the contracting producers and purchased by the contracting distributors for distribution as fluid milk, shall be that set forth in Exhibit A, which is attached hereto and made a part hereof. The provisions of such schedule may be changed from time to time by agreement between seventy-five (75%) per cent of the contracting producers and seventy-five (75%) per cent of the contracting distributors, both percentages to be measured by the volume of milk marketed and distributed, respectively; provided, however, that such changes shall become effective only upon the written approval of the Secretary.

Payments to Milk Foundation made pursuant to paragraph 4 of this Agreement shall be deemed part of the price paid to producers, except for such part thereof as is to be paid by contracting distributors.

2. The plan governing the marketing of milk within the Omaha-Council Bluffs production area and Omaha-Council Bluffs sales area shall be that set forth in Exhibit B, which is attached hereto and made a part hereof. Such plan may be modified by agreement between the contracting producers and the contracting distributors, provided that such modified plan shall become effective only upon the written approval of the Secretary.

3. The schedule governing the prices at which and the terms and conditions under which fluid milk shall be distributed and sold by the contracting distributors in the Omaha-Council Bluffs sales area shall be that set forth in Exhibit C, which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the contracting producers and the contracting distributors, provided that any such changes shall become effective only upon the written approval of the Secretary.

4.(a). The contracting distributors agree that they will not purchase milk from any producer not a member of the Nebraska-Iowa Non-Stock Co-operative Milk Association, until such producer authorizes the purchasing contracting distributor to pay over to the said Milk Foundation the same amount per hundred pounds of milk purchased which the members of the Nebraska-Iowa Non-Stock Co-operative Milk Association are then consenting to said association deducting on behalf of its members, and said purchasing contracting distributor shall simultaneously with making payment for milk purchased from any producer not a member of the Nebraska-Iowa Non-Stock Co-operative Milk Association make payment as aforesaid to said Milk Foundation.

(b). The Nebraska-Iowa Non-Stock Co-operative Milk Association hereby agrees to pay to said Milk Foundation on the 15th of each month on behalf of its members the sum of one-half cent per hundredweight of fluid milk sales made by its members during the preceding month. Milk Foundation shall allocate one-half cent per hundredweight of fluid milk from that money paid to it on behalf of contracting producers who are non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association for purposes set forth in this paragraph. The contracting distributors further severally agree to pay to said Milk Foundation on the 15th of each month one-half cent per hundredweight of fluid milk sold by them as Class 1 and Class 2 milk as hereafter defined in Exhibit A, during the preceding month. Each producer, who distributes milk or cream, which is produced by him, agrees to pay to said Milk Foundation on the 15th of each month one-half cent per



hundredweight of fluid milk sold by him as Class 1 and Class 2 milk during the preceding month. The aforesaid monies shall be maintained as a separate fund by said Milk Foundation for the purpose of securing to producers and distributors advertising, educational, adjusting complaints, and other similar benefits, and for its necessary office, clerical and operating expenses as required for the efficient administration of the distributors' pool equalization fund, and for the salary of the auditor, (all as more fully described in Article B of Exhibit B, hereto attached).

(c). The balance of the sum paid to said Milk Foundation by contracting producers who are non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association shall be maintained as a separate fund by said Milk Foundation for the purpose of securing to said non-member producers credit protection, price equalization on excess milk, check-testing and other benefits similar to those which are secured by members of the Nebraska-Iowa Non-Stock Co-operative Milk Association by virtue of their like payments to said Nebraska-Iowa Non-Stock Co-operative Milk Association.

The contracting producer and contracting distributors undertake that the Milk Foundation shall disburse such respective funds for the purposes hereinbefore provided and that such Milk Foundation shall keep separate books and records in form satisfactory to the Secretary pertaining to such funds, which said books and records shall be subject to the examination of the Secretary during the usual hours of business, and that the Milk Foundation and the Nebraska-Iowa Non-Stock Co-operative Milk Association shall from time to time furnish to the Secretary such information as the Secretary may require.

5. All contracting producers, not members of the Nebraska-Iowa Non-Stock Co-operative Milk Association shall be permitted to become members of the Nebraska-Iowa Non-Stock Co-operative Milk Association on an equal basis with existing members similarly circumstanced.

6. The contracting parties shall severally maintain systems of accounting which shall accurately reflect the true account and conditions of their respective businesses, which shall include any affiliated or subsidiary companies. Their respective books and records (including the books and records of such subsidiary and affiliated companies) shall, during the usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this Agreement, including verification by the Secretary of the information furnished on the forms hereinafter referred to. The contracting producers and the contracting distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him, each of which reports shall be verified under oath. The Secretary, in his discretion, may permit the omission from any such report any subsidiary or affiliated company. In the event that the Nebraska-Iowa Non-Stock Co-operative Milk Association and Milk Foundation and the Secretary shall have occasion to collect identical information from the same parties, the Nebraska-Iowa Non-Stock Co-operative Milk Association and the Milk Foundation shall use forms acceptable to the Secretary and arrangements shall be made for duplicate reports to be submitted to the Secretary, the Nebraska-Iowa Non-Stock Co-operative Milk Association and the Milk Foundation. All forms obtained by or furnished to the Secretary, pursuant to this paragraph shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either



House of the Congress, or any committee thereof, or by any court of competent jurisdiction. The Secretary, however, may combine and publish the information obtained from the contracting parties in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violation of the confidence or trust imposed hereby.

7. The standards governing the production, receiving, transportation, processing, bottling and distribution of fluid milk, shall be those established pursuant to or in accordance with the health laws, ordinances and regulations of the federal, state, municipalities, or political subdivisions within which such milk is marketed and/or distributed.

8. The schedule of fair practices set forth in Exhibit D, which is attached hereto and made a part hereof, shall be the rules of fair practices for the Omaha-Council Bluffs sales area. Such schedule may be changed by agreement between the contracting distributors, provided that any change shall become effective only upon the written approval of the Secretary.

9. The contracting distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Agricultural Adjustment Administration, Series 1, and General Regulations, Series 3 together with amendments thereto, prescribed by the Secretary and approved by the President, and subject to the terms and conditions not inconsistent with the purpose and effect of this Agreement, and not otherwise.

10. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force until terminated in one of the following ways:

(a) The Secretary may at any time terminate this Agreement by giving notice of at least twenty-four (24) hours by means of a press release or in any other manner the Secretary may determine.

(b) The Secretary may, for good cause shown, at any time, terminate this Agreement as to any party signatory hereto, by giving notice in writing, by registered mail and addressed to such party at the address of such party on file with the Secretary.

(c) The Secretary shall terminate this Agreement upon the request of seventy-five (75%) per cent of the contracting producers or seventy-five (75%) per cent of the contracting distributors, such percentage to be measured by the volume of milk marketed or distributed respectively, by giving notice in the same manner as provided in subdivision (a) above.

(d) This Agreement shall in any event terminate whenever the provisions of the Act authorizing it shall cease to be in effect.

11. The benefits, privileges and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges, and immunities conferred by this Agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.



12. The contracting producers and contracting distributors shall use their best efforts to assure the observance of the terms and conditions of this Agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency or agencies as are necessary to:

- (a) Receive complaints as to violations by any contracting producer or contracting distributor of the terms or conditions of this Agreement.
- (b) Adjust disputes arising under this Agreement between contracting producers and/or contracting distributors.
- (c) Make findings of fact which may be published.
- (d) Issue warnings to such persons, and
- (e) Take such lawful measures as may be appropriate; and such agency or agencies, if it or they deem it necessary, shall report its findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

13. This Agreement may be executed in multiple counterparts, which, when signed by the Secretary, shall constitute when taken together, one and the same instrument as if all such signatures were contained in one original.

14. After this Agreement first takes effect any producer or association of producers of milk for consumption as fluid milk or any distributor of fluid milk, may become a party to this Agreement, if a counterpart thereof is executed by him and by the Secretary. The Agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such new contracting party.

15. If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstances or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

16. Nothing herein contained shall be construed in derogation of the right of the Secretary to exercise any powers granted him by the Act, and, in accordance with such powers, to act in the premises whenever he shall deem it advisable.

17. The Secretary may name any person to act as his agent in connection with any of the provisions contained herein to be performed by the Secretary.

18. This Agreement confers no exemption from the anti-trust laws and does not make lawful any acts otherwise unlawful, excepting as provided in the Act to the extent necessary to accomplish the purposes of this Agreement.

IN WITNESS WHEREOF the contracting producers and the contracting distributors acting under the provisions of the Agricultural Adjustment Act for the purposes and for the limitations herein contained and not otherwise have hereunto set their



respective hands and seals.

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WHEREAS, it is provided by Section 8 of the Agricultural Adjustment Act, approved May 12, 1933 as amended, as follows:

"Sec. 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power --

"(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling, in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the anti trust laws of the United States, and any such agreement shall be deemed to be lawful: Provided, That no such agreement shall remain in force after the termination of this Act"; and

WHEREAS, due notice and opportunity for hearing to interested parties has been given pursuant to provisions of the Act, and the regulations issued thereunder; and

WHEREAS, it appears after due consideration that this is a marketing agreement between the Secretary and persons engaged in the handling of milk and its products within the meaning of said section in the current of interstate commerce; and

WHEREAS, it appears after due consideration that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement will

(a) establish and maintain such balance between the production of milk in the Omaha-Council Bluffs production area and consumption of such milk and its products in the Omaha-Council Bluffs sales area, and such marketing conditions therefor as will reestablish prices to the



producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is possible in view of the current consumptive demand in domestic and foreign markets; and

(c) protect the consumer's interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumer's retail cost for such agricultural commodity or products derived therefrom which was returned to the farmer above the percentage which was returned to the farmer in the prewar period August 1909-July 1914; and

WHEREAS, I herewith give notice that

(1) the terms and conditions of this agreement are agreed to as reasonable only in the light of conditions now prevailing in the Omaha-Council Bluffs production area and are not to be regarded as precedents for marketing agreements for other milk sheds or for future marketing agreements for the Omaha-Council Bluffs production area; and

(2) The Secretary reserves the privilege of approving a blanket marketing agreement, pursuant to Section 8 (2) of the Act, for all milk sheds, which blanket marketing agreement may make specific modifications for any particular designated milk shed to conform to the conditions then prevailing in such milk shed.

NOW, THEREFORE, I, Henry A. Wallace, the Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this agreement under my hand and the official seal of the Department of Agriculture in the City of Washington, District of Columbia, on this \_\_\_\_ day of \_\_\_\_\_, 1933; and pursuant to the provisions hereof, I declare this agreement to be effective on and after 12:01 A.M. Eastern Standard Time \_\_\_\_\_, 1933.

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Secretary of Agriculture.



EXHIBITS TO AGREEMENT

EXHIBIT A

Prices To Be Paid Producers.

1. Prices to be paid to each producer by the contracting distributor shall be determined with reference to Exhibit B hereof, which sets up a definite quantity of milk known as "Base".

2. For the purpose of determining prices on the basis of usage, distributors' sales shall be classified as follows:

Class 1 milk shall be all milk sold in fluid form both wholesale and retail.

Class 2 milk shall be all milk used to produce cream that is sold in fluid form both wholesale and retail.

Class 3 milk is all other milk known as "surplus".

3. All milk shall be received and paid for by weight and by test.

4. Contracting distributors shall pay producers the following prices F.O.B. the distributor's plant:

Class 1. \$1.60 per hundredweight, for milk containing three and five-tenths (3.5%) percent butterfat subject to a butterfat differential of three cents for each one tenth (.1%) percent butterfat content above or below three and five-tenths (3.5%) percent.

Class 2. Butterfat test of the milk times the average daily price for each half month of ninety-score butter in Chicago as reported by the United States Department of Agriculture, plus twenty (20%) percent, plus four cents (4¢).

Class 3. Butterfat test of the milk times the average daily price for each half month of ninety score butter in Chicago as reported by the United States Department of Agriculture plus or minus one-fourth cent for each one cent (1¢) that this market is above or below twenty (20¢), plus four cents (4¢).

The foregoing prices of Class 1, 2 and 3 milk shall be subject to deductions for payments to the Milk Foundation and to the Nebraska-Iowa Non-Stock Co-operative Milk Association made pursuant to paragraph 4 to this Agreement.

5. Payments by contracting distributors for all milk received during the first half of any month shall be made not later than the 25th day of the same month and similarly, the payments for milk delivered during the last half of any month shall be made not later than the 10th day of the following month.



6. No contracting distributor shall purchase any milk or cream from a producer who distributes milk or cream which is produced by said producer, except at the price paid for Class 3 milk.

7. The contracting distributors agree that they will purchase all the milk (providing it meets with all the health requirements provided for or referred to in this Agreement) produced by all producers within the Omaha-Council Bluffs production area, who have established bases as described hereafter in Article A of Exhibit B.

## EXHIBIT B

### MARKETING PLAN

As used in this exhibit, the words "producers" and "distributors" mean both contracting producers and contracting distributors, respectively, as defined in the Agreement.

As used in this exhibit, "equalization fund" means the fund into which distributors shall make the payments provided for in this exhibit.

Producers who distribute only milk produced by themselves and who sell no part thereof to distributors, except at Class 3 prices set forth in Exhibit A, shall not be subject to the provisions of this exhibit.

#### A - METHOD OF ESTABLISHING BASIC QUANTITIES.

For the purposes of this Agreement, the term "base" as used in respect to any producer farm, or herd, as the case may be, shall be:

(a) For that period of time dating from the execution hereof by the Secretary and up to and including December 30, 1933; (1) In the case of members of Nebraska-Iowa Non-Stock Co-operative Milk Association, the quantity of milk recorded as such base in the files of said Nebraska-Iowa Non-Stock Co-operative Milk Association. (2) In the case of producers who sell milk within the Omaha-Council Bluffs sales area and have no base established by the Nebraska-Iowa Non-Stock Co-operative Milk Association, a base shall be allotted as promptly as possible by the Milk Foundation and bases allotted by such representative shall be equitable as compared with the bases established by the Nebraska-Iowa Non-stock Co-operative Milk Association.

(b) For that period of time dating from January 1, 1934 and thereafter, the daily average production of each producer during September, October, November and December, 1933, as recorded in the files of the Milk Foundation as marketed by said producer within the Omaha-Council Bluffs sales area during said period.

(c) Any new producer (the term "new producer" as used in this Agreement shall be deemed to mean such producer who commences to sell milk within the Omaha-Council Bluffs sales area after the effective date of this Agreement) will be allowed to establish a base as hereinafter provided, and to sell milk on the basis of such established base quantity only if such new producer first obtain a certificate of necessity stating that marketing conditions permit the issuance



EXHIBIT B - continued

thereof from Milk Foundation entitling him to a base and to sell milk pursuant to same, by making due written application to Milk Foundation upon forms supplied by said Milk Foundation. In the event that any such new producer is denied a certificate of necessity after having made such written application of the Milk Foundation, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary. In the event that a certificate of necessity is issued to a new producer his established base shall be equal to fifty percent (50%) of his average daily production for such part of said ninety (90) days as he falls within that period from July 1 to April 30, inclusive and forty percent (40%) of his average daily production for such part of said ninety (90) days as falls within that period from May 1st to June 30th. The base so established during such 90-day period shall be deemed to be the established base for such new producer thereafter.

It is agreed that for all producers, whether members or non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association, each distributor shall report to the Milk Foundation the established base for the producers from whom each distributor may purchase milk, as determined in accordance with the foregoing provisions. Any producer and any distributor shall have the right to examine during the usual business hours the files of the Nebraska-Iowa Non-Stock Co-operative Milk Association, and of Milk Foundation with respect to such reported established bases.

1. A producer with a base who, as tenant, rents a farm may retain his base.
2. A tenant renting a farm may transfer his individual base from farm to farm with the established herd within the production area.
3. A landlord who rents on shares is entitled to the entire base to the exclusion of the tenant, if the landlord owns the entire herd on such farm. If the cattle are jointly owned, whether in a landlord-and-tenant relationship or otherwise, the base will be divided between the joint owners according to the ownership of the cattle.
4. The separate bases of any landlord and his tenant or tenants may be combined and handled as a single base. When the landlord and tenant or tenants separate, the combined bases will be divided according to the proportion of ownership of the herd.
5. A producer with a base who sells his entire herd to one purchaser at one time may transfer the base to his purchaser, provided, however, that the entire herd is maintained for six months consecutively after such sale and transfer, either on the farm on which such herd shall have been established or upon the first farm to which such herd may be moved by the said purchaser.

In each transfer at least as many cows of producing age as made the base must be transferred under the above conditions, except that not more than two cows for family use may be retained if the producing herd is greater than ten cows and only one cow may be retained if the herd consists of ten cows or less. Where the above conditions are not strictly complied with, the base will revert to the Milk Foundation for reallocation.



EXHIBIT B - continued

6. A producer who moves his herd may retain his base only if thereafter milk is produced by him on a farm -

(1) Which has supplied milk for fluid milk in the Omaha-Council Bluffs sales area within one year preceding, or -

(2) Which lies within the Omaha-Council Bluffs production area which has regularly been supplying milk as aforesaid.

7. Where a herd is dispersed for any reason, without the base having been transferred with the said herd, the producer must replace the herd within ninety days if said base is to be retained by the producer.

8. Any producer who shall voluntarily cease to market milk for fluid milk in the Omaha-Council Bluffs sales area for a period of more than sixty days, shall forfeit his base. In the event that he resumes production thereafter he shall be treated, for the purpose of these rules, as if he were a new producer.

9. Any producer may combine all bases to which he may be entitled hereunder.

10. Any producer whose average monthly shipment for any three consecutive months, except April, May and June, is less than 85% of his base will thereby establish a new base equal to such average daily shipment.

11. All established bases dropped or not retained by producers under these rules may be re-allotted by Milk Foundation to producers. Any producer loses all rights to his established base where the base is transferred or if said base is not retained by him under these rules.

12. Where base milk supplied to any dealer is not sufficient for that respective dealer's requirements and if no milk from holders of established bases or petitioners for certificates of necessity be available, an increase in the base apportionment shall then be made to those producers supplying milk to him at that time.

13. Excesses over bases may be kept at home, provided these excesses do not come into the market in competition with base milk. If an excess over base comes into the market in competition with base milk, the entire base must be surrendered, provided that this practice does not cease immediately after notice in writing by Milk Foundation to this effect is received by any producer.

B - METHOD OF ADMINISTRATION OF DISTRIBUTORS POOL AND EQUALIZATION FUND.

1. The administration of the so-called distributors' pool and the equalization fund shall be by a certified public accountant, hereinafter termed "Auditor," who shall be retained by the Milk Foundation and subject to its general supervision.

2. Said Auditor shall use the following general method in computing the distributors' pool.



EXHIBIT B - continued

(a) Each distributor shall furnish to the Auditor, on or before the third of each month the total quantity of milk (measured in hundred weight) and the weighted average butterfat test thereof as delivered to said distributor from the fifteenth day to the end of the previous month. Similar data shall be furnished for period from the first to the fifteenth day of each month not later than the eighteenth day of said month.

(b) Each distributor shall likewise furnish the figure of the total quantity of fluid milk sold or used by him during each fifteen day period in the various classes of fluid milk as set forth in Exhibit A, supra. The total cost of the fluid milk delivered to and sold or used by all distributors during said period shall be determined by multiplying the total quantity of milk (measured in hundred weight) as sold or used in each of the various classes of fluid milk as described above in Exhibit A, by the respective class 1, class 2, and class 3 prices for such fluid milk, subject, however, to deductions for payment of Milk Foundation and Nebraska-Iowa Non-Stock Co-operative Milk Association made pursuant to paragraph 4 of this Agreement.

(c) Each distributor shall likewise furnish a complete list of the producers from whom he purchased milk during said period, together with the total quantity of milk (measured in hundred weight) and the butterfat test thereof, as purchased by said distributor from each of said producers.

(d) The payment which each distributor shall pay each producer for milk delivered during said period shall be determined by the Auditor as follows: (1) He shall arrive at the total bases of all producers (in hundred weight). In the event that a producer's delivery of milk in any given period is less than his established base, the amount of milk delivered in that period by said producer shall be considered his base for that given period. (2) He shall divide the total quantity of milk (in hundred weight) as reported by all distributors as class 1 milk by the total bases (in hundred weight) of all producers. He shall then report said percentage of base to each distributor and said percentage of each producer's base is to be classified and paid for as class 1 milk as set forth above in Exhibit A. (3) He shall divide the total quantity of milk (in hundred weight) as reported by all distributors as class 2 milk by the total base (in hundred weight) of all producers. He shall then report said percentage of base to each distributor and said percentage of each producer's base is to be classified and paid for as class 2 milk. (4) The milk delivered by each producer in excess of his class 1 and class 2 amounts as calculated for the fifteen day period shall be classified and paid for as class 3 milk.

3. Said Auditor shall use the following general method in computing the Equalization Fund.

(a) The Auditor shall mail to each distributor not later than the fifth and twentieth day of each month a statement for each fifteen day period showing the difference between the total money to be paid to the producers by said distributor and the total value of the classifications



EXHIBIT B - continued

of milk as delivered to or used by said distributor. If the computed cost of such milk is greater than the total money to be paid by said distributor to his producers, such difference shall be paid by said distributor to the Auditor of the equalization fund not later than the fifteenth or first day of each month to cover the respective fifteen day period involved. The Auditor shall pro rate such moneys to such distributors as shall be paid to their producers a total amount of money greater than the total computed cost of milk purchased by such distributors during each respective fifteen day period.

(b) Distributors shall keep adequate books and records disclosing all of the facts and information required by the Auditors, in order that said Auditor may upon an audit determine sales, movements out of plants and manufacturing records of all milk in its various classifications. Any discrepancies found in the aforesaid monthly reports of purchases and sales or usage shall be adjusted when the next period's computations are made.



EXHIBIT C

PRICE SCHEDULE FOR CONTRACTING DISTRIBUTORS' SALES

	<u>RETAIL</u> From any vehicle or store	<u>WHOLESALE</u>	Prices to <u>PEDDLERS</u>
<u>MILK 3.2% - 3.9% B.F.</u>			
Gallons		.28	.22
Quarts	.09	.07 1/2	.05 1/2
Pints	.05	.04	.03
1/2 Pints		.03	.01 3/4
10 oz.		.03 1/2	.02 1/2
<u>MILK 4.0% - 4.5% B.F.</u>			
Gallons		.32	.27
Quarts	.10	.08 1/2	.06 1/2
Pints	.06	.05	.03 1/2
1/2 Pints		.03 1/4	.02 1/2
<u>MILK 4.6% B.F. and up</u>			
Gallons		.36	.30
Quarts	.11	.09 1/2	.07
Pints	.07	.06	.04
1/2 Pints		.03 1/2	.02 1/2
<u>VITAMIN D MILK 3.2% - 3.9%</u>			
Quarts	.11	.09 1/2	
Pints	.07	.06	
<u>SKIM MILK</u>			
Gallons		.10	.06
Quarts	.05	.04	.02
<u>BUTTERMILK 1% B.F. or less</u>			
Gallons		.20	.12
Quarts	.07	.06	.03
1/2 Pints		.03	.01 1/2
<u>CREAM 20% - 22%</u>			
Gallons		1.20	1.00
Quarts	.40	.30	.25
1/2 Pints	.10	.08 1/2	.06 1/2
<u>CREAM 24% - 26%</u>			
Gallons		1.40	1.16
Quarts		.35	.29
1/2 Pints	.12	.10 1/2	.08
<u>CREAM 33% - 36%</u>			
Gallons		2.00	1.70
Quarts	.60	.50	.44
Pints	.32	.26	.22
1/2 Pints	.16	.13	.11



	<u>RETAIL</u>	<u>WHOLESALE</u>	<u>Prices to</u> <u>PEDDLERS</u>
	From any vehicle or store		
<u>SOUR OR CULTURED CREAM 24% - 26%</u>			
Gallons		1.40	1.10
Quarts	.40	.35	.28
Pints	.22	.19	.14
1/2 Pints	.12	.10 1/2	.08
12 oz. Jars	.17	.14	
<u>COTTAGE CHEESE</u>			
12 oz. glass tumblers	.12	.10	
10 oz. glass tumblers	.10	.08	
12 oz. glass jars	.10	.08	.05 1/2
12 oz. paper cartons	.10	.08	.05 1/2
Lbs. in bulk, dry or wet		.10	.06
12 oz. jars salad	.12	.10	
<u>CHOCOLATE OR COCOA DRINK</u>			
Gallons		.30	.20
Quarts	.10	.08	.05 1/2
1/2 Pints	.05	.03	.02
Pints	.06	.05	.03 1/2
<u>BULGARIAN OR SPECIAL BUTTERMILK</u>			
Quarts	.20		.16
Pints	.10		.08

(a) Sales of the following articles in the Omaha-Council Bluffs sales area made by contracting distributors shall be at the prices hereinabove set forth. Sales of the above articles in bottles shall be made only in bottles of the size specified, and where a grade and/or percentage of butterfat content is specified, only at the specified grade and/or percentage or butterfat content.

(b) It shall not be deemed a violation of this Agreement to add to the selling price of any article or articles hereinabove in the exhibit specified, any sales or occupational taxes imposed by the laws of any State, if permitted by such laws, but any such additions shall be uniform as to all contracting distributors.

(c) The contracting distributor may sell to any public unemployment relief agency or to any welfare charity at less than the above prices.

(d) Stores and markets as defined in paragraph (c) below are to sell all the above products at not less than the prices listed in the retail price schedule.

(e) The prices listed in the wholesale price schedule shall apply in connection with sales of the above articles - -



To stores, markets, and other places where milk is resold in its original container for consumption other than on the premises, and where such places have a license to handle milk, if any such license is required by the municipality in which said articles are sold.

To restaurants, drug stores, confectioneries, hotels, clubs, and other places where said articles are used and/or consumed on the premises, and where such a place has properly complied with licensing requirements, if any, of the municipality in which it is situated.

To governmental and charitable institutions, public and parochial schools, and hospitals.

#### EXHIBIT D

##### SCHEDULE OF FAIR PRACTICES

Retail sales.-- No method or device shall be permitted whereby "fluid milk" is sold or offered for sale at a price less than that stated in schedule C whether by any discount, rebate, free service, or advertising allowance, or a combined price for such milk together with another commodity, whether sold or offered for sale, separately or otherwise, except that a distributor may give in soliciting trade, not more than one sample bottle to any one household, not already a customer, free of charge in any one month.

Wholesale sales.-- No method or device shall be permitted whereby "fluid milk" is sold or offered for sale at a price less than that stated in schedule C, whether by any discount, rebate, free service, or advertising allowance, or a combined price for such milk together with another commodity, whether sold or offered for sale separately or otherwise.

It shall be considered an unfair practice to place an employee or agent in a territory which within six months previously has been covered by said employee or agent in any capacity for another contracting distributor.

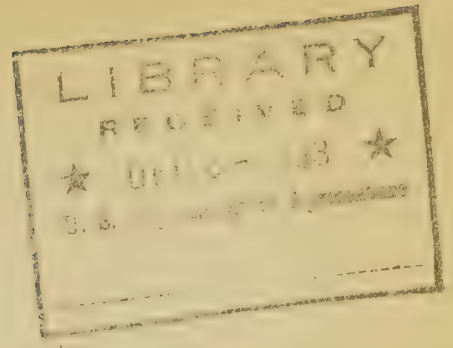






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D. H. H.  
Omaha-  
Council  
Bluffs



MARKETING AGREEMENT FOR MILK

OMAHA-COUNCIL BLUFFS PRODUCTION AREA







PROPOSED MARKETING AGREEMENT FOR MILK - OMAHA-COUNCIL BLUFFS PRODUCTION AREA

The parties of this Agreement are the contracting distributors and the contracting producers and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended -

(1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the prewar period, August 1909-July 1914, and in case of tobacco, the base period being the postwar period, August 1919-July 1929;

(2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and

(3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the prewar period, August 1909-July 1914; and

WHEREAS, it is understood that to effectuate such declared policy the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Agreement and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Agricultural Adjustment Act, the parties hereto for the purpose of correcting the conditions now obtained in the production of milk in the Omaha-Council Bluffs production area for distribution of fluid milk in the Omaha-Council Bluffs sales area and the distribution thereof, and to effectuate the declared policy of said Act, desire to enter into a marketing agreement under the provision of Section 8 (2) of the Act; and

WHEREAS, the marketing of milk in the Omaha-Council Bluffs production area for distribution as fluid milk in the Omaha-Council Bluffs sales area and the distribution of said fluid milk are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled;

NOW THEREFORE, the parties hereto agree as follows:

-I-

As used in this Agreement, the following words and phrases shall be defined as follows:

1. "Secretary" means the Secretary of Agriculture of the United States.
2. "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.
3. "Person" means individual, partnership, corporation, association, trust, estate, or any other business unit.
4. "Fluid Milk" means milk, cream, or any other of the articles listed in Exhibit C, which are sold for consumption in the Omaha-Council Bluffs sales area.
5. "Contracting Producers" means the Nebraska-Iowa Non-Stock Co-operative Milk Association (a non-profit corporation organized and existing under the laws of the State of Nebraska), and such producers and associations of producers of milk in the Omaha-Council Bluffs production area sold for consumption as fluid milk in the Omaha-Council Bluffs sales area (irrespective of whether any such persons perform any of the services set forth in definition 6 infra) as may become parties signatory hereto according to the terms hereof.
6. "Contracting Distributors" means the following persons engaged in the business of handling fluid milk (irrespective of whether any such persons are also producers of milk) for consumption in the Omaha-Council Bluffs sales area, as may become parties signatory hereto according to the terms hereof:
  - (a) Pasteurizers, bottlers, or other processors of fluid milk.
  - (b) Persons distributing fluid milk at wholesale or retail, (1) to hotels, restaurants, stores, or other establishments for consumption on the premises, (2) to stores or other establishments for resale, or (3) to consumers.
  - (c) Persons operating stores, milk stands, or other establishments selling fluid milk at retail for consumption on or off the premises.
7. "Omaha-Council Bluffs Sales Area" means that territory including the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, the area within the corporate limits of Bellevue in Sarpy County, Nebraska, and all the area within the corporate limits of Ralston in Douglas County, Nebraska, and that territory lying within the following boundary lines:

Commencing at the intersection of the middle of the stream of the Missouri River with the southern boundary of Pottawattamie County, Iowa; running thence southerly along such middle of the stream of that river to the intersection thereof with the Platte River; running thence westerly up the middle stream of the Platte River to its intersection with the township line between ranges twelve and thirteen east of the sixth principal meridian; thence north in Sarpy County, Nebraska along the boundary between said ranges to the Douglas County line; thence west along said county lines three miles; thence north along the section line between sections nine and ten (and such section line produced), three miles west of and parallel to said boundary between said ranges, to the Washington County line at the point located at the northwest and northeast corners respectively of sections three and



four in township sixteen in range twelve east in Douglas County, Nebraska; running thence east along the Washington County line or southern boundary to the middle of the stream of the Missouri River; thence south along such middle stream to its intersection with the northern boundary of township seventy-five north, range forty-four west of the fifth principal meridian in Pottawattamie County, Iowa; running thence east along the northern boundary of said township seventy-five to the eastern boundary of range forty-three west of the fifth principal meridian in said county (said point being about two miles west of McClelland, Iowa); running thence south along the eastern boundary of said range forty-three to the southern boundary of Pottawattamie County; thence west along said boundary to the place of beginning.

8. "Omaha-Council Bluffs Production Area" means the territory lying within the following boundary lines in the State of Nebraska and the State of Iowa;

#### NEBRASKA

Starting at a point at Missouri River 1 1/2 miles north of the Blair Bridge at the Northeast corner of Desoto Township in Washington County, thence due west on the north boundary line of Desoto Township, Blair Township, Lincoln Township, and Fontenelle Township in Dodge County to the east boundary line of Dodge County, thence south along the east boundary line of Dodge County to the Platte River, thence following Platte River to a point 3 miles east of the City of Morse Bluffs, thence 8 1/2 miles south to a place known as the J. F. Harriet farm, thence 5 miles east to the northwest corner of the William Fanning farm, thence 6 miles south to the north boundary line of the City of Wahoo, thence 5 miles west to the northeast corner of the Emil Barry farm, thence 6 miles south to the northeast corner of the A. C. Brostrom farm, thence 8 miles east to the southwest corner of the Albert Hagerman farm, thence 6 miles south to the Lancaster County line, thence 5 miles east to the southwest corner of the Henry C. Sutton farm, thence 2 miles south to the northwest corner of Cass County, thence on the south boundary of Saunders County to the Platte River, thence following the Platte River to a point known as Sec. 34 in Plattsmouth Township in Cass County, thence south 3 1/2 miles to the southeast corner of the Henry Born farm, thence 1/2 mile west to the corner of the Jacob Buschler farm, thence south to the Otoe County line, thence east on boundary line to Missouri River, thence following river to the point of beginning.

#### IOWA

Starting at a point 1/2 mile north and 4 1/2 miles west of the City of Mondamin at the Missouri River, thence 18 1/2 miles east to the northeast corner of Section 29 in Boywer Township, thence 5 miles south to the northeast corner of Sec. 20 in Jefferson Township, thence 3 miles east to the northwest corner of Sec. 24 in Cass Township in Harrison County, thence 10 miles south to

the Pottawattamie County line, thence 9 1/2 miles east on the south boundary line of Harrison County to the northwest corner of Sec. 6 in Pleasant Township in Pottawattamie County, thence 11 miles south to the northeast corner of Sec. 36 in York Township in Pottawattamie County, thence 6 miles east to the southwest corner of Sec. 20 in Valley Township in Pottawattamie County, thence 13 miles south to the Mills County line, thence 15 miles south on the east boundary line to the northeast corner of Sec. 24 in Deer Creek Township in Mills County, thence 13 miles west to the northeast corner of Sec. 25 in Rowles Township in Mills County, thence 9 miles south to the northwest corner of Sec. 1 in Green Township in Fremont County, thence 10 1/2 miles west to the Missouri River, thence following river to place of beginning.

"Omaha-Council Bluffs Production Area" also means those farms where the owner or tenant thereof has an established base with a distributor now marketing milk within the Omaha-Council Bluffs sales area, lying within the following counties of the State of Nebraska and the State of Iowa:

NEBRASKA

Dodge  
Lancaster

Saunders  
Washington

IOWA

Harrison  
Montgomery

Pottawattamie  
Fremont

9. "Subsidiary" means any person of or over whom the contracting distributor or contracting producer has, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

10. "Affiliate" means any person which has, either directly or indirectly, actual or legal control of or over a contracting distributor, whether by stock ownership or in any other manner.

11. "Books and Records" means books, records, accounts, contracts, memoranda, documents, papers and correspondence, or other written data pertaining to the business of the person in question.

12. "Milk Foundation" means the Milk Foundation Inc. (a non-profit organization, organized and existing under the laws of the State of Nebraska) the board of directors of which shall be five (5) in number to be named annually as follows: Two (2) by the contracting producers; two (2) by the contracting distributors, to be elected by a majority in number and in volume of milk distributed, provided, however, that no contracting distributor shall be represented by more than one member (said contracting-distributors shall be milk dealers operating plants within the Omaha Council Bluffs sales area); one (1) to be appointed by the Director of Agriculture Extension of the University of Nebraska.



II

1. The schedule governing the prices at which, and the terms and conditions under which, milk shall be sold by the contracting producers and purchased by the contracting distributors for distribution as fluid milk, shall be that set forth in Exhibit A, which is attached hereto and made a part hereof. The provisions of such schedule may be changed from time to time by agreement between seventy-five (75%) percent of the contracting producers and seventy-five (75%) percent of the contracting distributors, both percentages to be measured by the volume of milk marketed and distributed, respectively; provided, however, that such changes shall become effective only upon the written approval of the Secretary.

Payments to the Milk Foundation made on behalf of the producer, pursuant to paragraph 4 of this Agreement, shall be deemed part of the price paid to producers.

2. The plan governing the marketing of milk within the Omaha-Council Bluffs production area and Omaha-Council Bluffs sales area shall be that set forth in Exhibit B, which is attached hereto and made a part hereof. Such plan may be modified by agreement between the contracting producers and the contracting distributors, provided that such modified plan shall become effective only upon the written approval of the Secretary. The provisions of such schedule may be changed from time to time by agreement between seventy-five (75%) percent of the contracting producers and seventy-five (75%) percent of the contracting distributors, both percentages to be measured by the volume of milk marketed and distributed, respectively; provided, however, that such changes shall become effective only upon the written approval of the Secretary.

3. The schedule governing the prices at which and the terms and conditions under which fluid milk shall be distributed and sold by the contracting distributors in the Omaha-Council Bluffs sales area shall be that set forth in Exhibit C, which is attached hereto and made a part hereof. The provisions of such schedule may be changed from time to time by agreement between seventy-five (75%) percent of the contracting producers and seventy-five (75%) percent of the contracting distributors, both percentages to be measured by the volume of milk marketed and distributed, respectively; provided, however, that such changes shall become effective only upon the written approval of the Secretary.

4. (a) The contracting distributors agree that they will not purchase milk from any producer not a member of the Nebraska-Iowa Non-Stock Co-operative Milk Association, until such producer authorizes the purchasing contracting distributor to pay over to the said Milk Foundation the same amount per hundred pounds of milk purchased which the members of the Nebraska-Iowa Non-Stock Co-operative Milk Association are then consenting to said association deducting on behalf of its members, and said purchasing contracting distributor shall simultaneously with making payment for milk purchased from any producer not a member of the Nebraska-Iowa Non-Stock Co-operative Milk Association make payment as aforesaid to said Milk Foundation.

(b) The Nebraska-Iowa Non-Stock Co-operative Milk Association hereby agrees to pay to said Milk Foundation on the 15th of each month on behalf of its members the sum of one-half cent per hundredweight of fluid milk sales made by

its members during the preceding month. Milk Foundation shall allocate one-half cent per hundredweight of fluid milk from that money paid to it on behalf of contracting producers who are non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association for purposes set forth in this paragraph. The contracting distributors further severally agree to pay to said Milk Foundation on the 15th of each month one-half cent per hundredweight of fluid milk sold by them as Class 1 and Class 2 milk as hereafter defined in Exhibit A, during the preceding month. Each contracting producer, who distributes milk or cream, which is produced by him, agrees to pay to said Milk Foundation on the 15th of each month one-half cent per hundredweight of fluid milk sold by him as Class 1 and Class 2 milk during the preceding month. The aforesaid monies shall be maintained as a separate fund by said Milk Foundation for the purpose of securing to producers and distributors advertising, educational, adjusting complaints, and other similar benefits, and for its necessary office, clerical and operating expenses as required for the efficient administration of the distributors' pool equalization fund, and for the salary of the auditor, (all as more fully described in Article B of Exhibit B, hereto attached).

(c) The balance of the sum paid to said Milk Foundation by contracting producers who are non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association shall be maintained as a separate fund by said Milk Foundation for the purpose of securing to said non-member producers credit protection, price equalization on excess milk, check-testing and other benefits similar to these which are secured by members of the Nebraska-Iowa Non-Stock Co-operative Milk Association by virtue of their like payments to said Nebraska-Iowa Non-Stock Co-operative Milk Association.

The contracting producer and contracting distributors undertake that the Milk Foundation shall disburse such respective funds for the purposes hereinbefore provided and that such Milk Foundation shall keep separate books and records in form satisfactory to the Secretary pertaining to such funds, which said books and records shall be subject to the examination of the Secretary during the usual hours of business, and that the Milk Foundation and the Nebraska-Iowa Non-Stock Co-operative Milk Association shall from time to time furnish to the Secretary such information as the Secretary may require.

5. All contracting producers, not members of the Nebraska-Iowa Non-Stock Co-operative Milk Association shall be permitted to become members of the Nebraska-Iowa Non-Stock Co-operative Milk Association on an equal basis with existing members similarly circumstanced.

6. The contracting parties shall severally maintain systems of accounting which shall accurately reflect the true account and conditions of their respective businesses, which shall include any affiliated or subsidiary companies. Their respective books and records (including the books and records of such subsidiary and affiliated companies) shall, during the usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this Agreement, including verification by the Secretary of the information furnished on the forms hereinafter referred to. The contracting producers and the contracting distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him, each of which reports shall be verified under oath. The Secretary, in his



discretion, may permit the omission from any such report any subsidiary or affiliated company. In the event that the Nebraska-Iowa Non-Stock Co-operative Milk Association and Milk Foundation and the Secretary shall have occasion to collect identical information from the same parties, the Nebraska-Iowa Non-Stock Co-operative Milk Association and the Milk Foundation shall use forms acceptable to the Secretary and arrangements shall be made for triplicate reports to be submitted to the Secretary, the Nebraska-Iowa Non-Stock Co-operative Milk Association and the Milk Foundation. All forms obtained by or furnished to the Secretary, pursuant to this paragraph shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of the Congress, or any committee thereof, or by any court of competent jurisdiction. The Secretary, however, may combine and publish the information obtained from the contracting parties in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violation of the confidence or trust imposed hereby.

7. The standards governing the production, receiving, transportation, processing, bottling and distribution of fluid milk, shall be those established pursuant to or in accordance with the health laws, ordinances and regulations of the federal, state municipalities, or political subdivisions within which such milk is marketed and/or distributed.

8. The schedule of fair practices set forth in Exhibit D, which is attached hereto and made a part hereof, shall be the rules of fair practices for the Omaha-Council Bluffs sales area. Such schedule may be changed by agreement between the contracting distributors, provided that any change shall become effective only upon the written approval of the Secretary.

9. The contracting distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Agricultural Adjustment Administration, Series 1, and General Regulations, Series 3 together with amendments thereto, prescribed by the Secretary and approved by the President, and subject to the terms and conditions not inconsistent with the purpose and effect of this Agreement, and not otherwise.

10. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force until terminated in one of the following ways:

(a) The Secretary may at any time terminate this Agreement as to all parties thereto by giving at least a one day notice by means of a press release or in any other manner which the Secretary may determine.

(b) The Secretary may, for good cause shown, at any time, terminate this Agreement as to any party signatory hereto, by giving notice in writing, by depositing the same in the mail and addressed to such party at the address of his last known address.

(c) The Secretary shall terminate this Agreement upon the request of seventy-five (75%) percent of the contracting producers or seventy-five (75%) percent of the contracting distributors, such percentage to be measured by the volume of milk marketed or dis-

tributed respectively, by giving notice in the same manner as provided in subdivision (a) above.

(d) This Agreement shall in any event terminate whenever the provisions of the Act authorizing it shall cease to be in effect.

11. The benefits, privileges and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges, and immunities conferred by this Agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.

12. The contracting producers and contracting distributors shall use their best efforts to assure the observance of the terms and conditions of this Agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency or agencies as are necessary to:

(a) Receive complaints as to violations by and contracting producer or contracting distributor of the terms or conditions of this Agreement.

(b) Adjust disputes arising under this Agreement between contracting producers and/or contracting distributors.

(c) Make findings of fact which may be published.

(d) Issue warnings to such persons, and

(e) Take such lawful measures as may be appropriate; and such agency or agencies, if it or they deem it necessary, shall report its findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

13. This Agreement may be executed in multiple counterparts, which, when signed by the Secretary, shall constitute when taken together, one and the same instrument as if all such signatures were contained in one original.

14. After this Agreement first takes effect any producer or association of producers of milk, for consumption as fluid milk or any distributor of fluid milk, may become a party to this Agreement, if a counterpart thereof is executed by him and by the Secretary. The Agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such new contracting party.

15. If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstance or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

16. Nothing herein contained shall be construed in derogation of the right of the Secretary to exercise any powers granted him by the Act, and, in accordance with such powers, to act in the premises whenever he shall deem it advisable.



17. The Secretary may name any person to act as his agent in connection with any of the provisions contained herein to be performed by the Secretary.

18. This Agreement confers no exemption from the anti-trust laws and does not make lawful any acts otherwise unlawful, excepting as provided in the Act to the extent necessary to accomplish the purposes of this Agreement.

IN WITNESS WHEREOF the contracting producers and the contracting distributors acting under the provisions of the Agricultural Adjustment Act for the purposes and for the limitations herein contained and not otherwise have hereunto set their respective hands and seals.

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\_\_\_\_\_  
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\_\_\_\_\_

WHEREAS, it is provided by Section 8 of the Agricultural Adjustment Act, approved May 12, 1933 as amended, as follows:

"Sec. 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power --

"(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling, in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the anti-trust laws of the United States, and any such agreement shall be deemed to be lawful: Provided; That no such agreement shall remain in force after the termination of this Act"; and

WHEREAS, due notice and opportunity for hearing to interested parties has been given pursuant to provisions of the Act, and the regulations issued thereunder; and

WHEREAS, it appears after due consideration that this is a marketing agreement between the Secretary and persons engaged in the handling of milk and its products within the meaning of said section in the current of interstate commerce; and

WHEREAS, it appears after due consideration that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement will

(a) establish and maintain such balance between the production of milk in the Omaha-Council Bluffs production area and consumption of such milk and its products in the Omaha-Council Bluffs sales area, and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is possible in view of the current consumptive demand in domestic and foreign markets; and

(c) protect the consumer's interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumer's retail cost for such agricultural commodity or products derived therefrom which was returned to the farmer above the percentage which was returned to the farmer in the prewar period August 1909-July 1914; and

WHEREAS, I herewith give notice that

(1) The terms and conditions of this Agreement are agreed to as reasonable only in the light of conditions now prevailing in the Omaha-Council Bluffs production area and are not to be regarded as precedents for marketing agreements for other milk sheds or for future marketing agreements for the Omaha-Council Bluffs production area; and

(2) The Secretary reserves the privilege of approving a blanket marketing agreement, pursuant to Section 8 (2) of the Act, for all milk sheds, which blanket marketing agreement may make specific modifications for any particular designated milk shed to conform to the conditions then prevailing in such milk shed.

NOW, THEREFORE, I, Henry A. Wallace, the Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Agreement under my hand and the official seal of the Department of Agriculture, in the City of Washington, District of Columbia, on this      day of

1933; and pursuant to the provisions hereof, I declare this Agreement to be effective on and after 12:01 A.M. Eastern Standard Time      , 1933.

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Secretary of Agriculture



EXHIBITS TO AGREEMENT

EXHIBIT A

Prices To Be Paid Producers

1. Prices to be paid to each producer by the contracting distributor shall be determined with reference to Exhibit B hereof, which sets up a definite quantity of milk known as "Base".

2. For the purpose of determining prices on the basis of usage, distributors' sales shall be classified as follows:

Class 1 milk shall be all milk sold in fluid form both wholesale and retail.

Class 2 milk shall be all milk used to produce cream that is sold in fluid form both wholesale and retail.

Class 3 milk is all other milk known as "surplus".

3. All milk shall be received and paid for by weight and by test.

4. Contracting distributors shall pay producers the following prices F.O.B. the distributor's plant:

Class 1. \$1.60 per hundredweight, for milk containing three and five-tenths (3.5%) percent butterfat subject to a butterfat differential of three cents for each one tenth (.1%) percent butterfat content above or below three and five-tenths (3.5%) percent.

Class 2. The average daily price for each half-month of 90 score butter in Chicago as reported by the United States Department of Agriculture, centralized car lots, plus four cents, plus twenty (20%) percent, times the butterfat test of the milk.

Class 3. The average daily price for each half-month of 90 score butter in Chicago as reported by the United States Department of Agriculture plus or minus  $\frac{1}{4}\phi$  for each  $1\phi$  that this market is above or below 20¢, plus an allowance per cwt. for skim, per following schedule, based on the price for the preceding month of No. 1 spray powder for human consumption under the marketing agreement for No. 1 spray dry skim milk in Schedule A, Class A, as published by the Dry Milk Industry.

Price No. 1 spray

.05	per lb.	
.05	$\frac{1}{4}$	" "
.05	$\frac{1}{2}$	" "
.05	$\frac{3}{4}$	" "
.06		
.06	$\frac{1}{4}$	" "
.06	$\frac{1}{2}$	" "
.06	$\frac{3}{4}$	" "
.07		
.07	$\frac{1}{4}$	" "
.07	$\frac{1}{2}$	" "
.07	$\frac{3}{4}$	" "
.08		" "

Skim Allowance

.05	cwt.
.06	"
.07	"
.08	"
.10	"
.11	"
.12	"
.13	"
.14	"
.15	"
.16	"
.17	"
.18	"

The foregoing prices of Class 1, 2 and 3 milk shall be subject to deductions for payments to the Milk Foundation and to the Nebraska-Iowa Non-Stock Co-operative Milk Association made pursuant to paragraph 4 to this Agreement.

5. Payments by contracting distributors for all milk received during the first half of any month shall be made not later than the 25th day of the same month and similarly, the payments for milk delivered during the last half of any month shall be made not later than the 10th day of the following month.

6. No contracting distributor shall purchase any milk or cream from a producer who distributes milk or cream which is produced by said producer, except at the price paid for Class 3 milk.

7. The contracting distributors agree that they will purchase all the milk (providing it meets with all the health requirements provided for or referred to in this Agreement) produced by all producers within the Omaha-Council Bluffs production area, who have established bases as described hereafter in Article A of Exhibit B.

EXHIBIT BMARKETING PLAN

As used in this exhibit, the words "producers" and "distributors" mean both contracting producers and contracting distributors, respectively, as defined in the Agreement.

As used in this exhibit, "equalization fund" means the fund into which distributors shall make the payments provided for in this exhibit.

Producers who distribute only milk produced by themselves and who sell no part thereof to distributors, except at Class 3 prices set forth in Exhibit A, shall not be subject to the provisions of this exhibit.



A - METHOD OF ESTABLISHING BASIC QUANTITIES.

For the purposes of this Agreement, the term "base" as used in respect to any producer farm, or herd, as the case may be, shall be:

(a) For that period of time dating from the execution hereof by the Secretary and up to and including December 30, 1933; (1) In the case of members of Nebraska-Iowa Non-Stock Co-operative Milk Association, the quantity of milk recorded as such base in the files of said Nebraska-Iowa Non-Stock Co-operative Milk Association. (2) In the case of producers who sell milk within the Omaha-Council Bluffs sales area and have no base established by the Nebraska-Iowa Non-Stock Co-operative Milk Association, a base shall be allotted as promptly as possible by the Milk Foundation and bases allotted by such representative shall be equitable as compared with the bases established by the Nebraska-Iowa Non-Stock Co-operative Milk Association.

(b) For that period of time dating from January 1, 1934 and thereafter, the daily average production of each producer during September, October, November and December, 1933, as recorded in the files of the Milk Foundation as marketed by said producer within the Omaha-Council Bluffs sales area during said period.

(c) Any new producer (the term "new producer" as used in this Agreement shall be deemed to mean such producer who commences to sell milk within the Omaha-Council Bluffs sales area after the effective date of this Agreement) will be allowed to establish a base as hereinafter provided, and to sell milk on the basis of such established base quantity only if such new producer first obtain a certificate of necessity stating that marketing conditions permit the issuance thereof from Milk Foundation entitling him to a base and to sell milk pursuant to same, by making due written application to Milk Foundation upon forms supplied by said Milk Foundation. In the event that any such new producer is denied a certificate of necessity after having made such written application to the Milk Foundation, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary. In the event that a certificate of necessity is issued to a new producer his established base shall be equal to fifty percent (50%) of his average daily production during the first (90) days in which he produces and markets milk in the Omaha-Council Bluffs production area. The base so established during such 90-day period shall be deemed to be the established base for such new producer thereafter.

It is agreed that for all producers, whether members or non-members of the Nebraska-Iowa Non-Stock Co-operative Milk Association, each distributor shall report to the Milk Foundation the established base for the producers from whom each distributor may purchase milk, as determined in accordance with the foregoing provisions. Any producer and any distributor shall have the right to examine during the usual business hours the files of the Nebraska-Iowa Non-Stock Co-operative Milk Association, and of Milk Foundation with respect to such reported established bases.

1. A producer with a base who, as tenant, rents a farm may retain his base.

2. A tenant renting a farm may transfer his individual base from farm to farm with the established herd within the production area.

3. A landlord who rents on shares is entitled to the entire base to the exclusion of the tenant, if the landlord owns the entire herd on such farm. If the cattle are jointly owned, whether in a landlord-and-tenant relationship or otherwise, the base will be divided between the joint owners according to the ownership of the cattle.

4. The separate bases of any landlord and his tenant or tenants may be combined and handled as a single base. When the landlord and tenant or tenants separate, the combined bases will be divided according to the proportion of ownership of the herd.

5. A producer with a base who sells his entire herd to one purchaser at one time may transfer the base to his purchaser, provided, however, that the entire herd is maintained for six months consecutively after such sale and transfer, either on the farm on which such herd shall have been established or upon the first farm to which such herd may be moved by the said purchaser.

In each transfer at least as many cows of producing age as made the base must be transferred under the above conditions, except that not more than two cows for family use may be retained if the producing herd is greater than ten cows and only one cow may be retained if the herd consists of ten cows or less. Where the above conditions are not strictly complied with, the base will revert to the Milk Foundation for reallocation.

6. A producer who moves his herd may retain his base only if thereafter milk is produced by him on a farm -

(1) Which has supplied milk for fluid milk in the Omaha-Council Bluffs sales area within one year preceding, or -

(2) Which lies within the Omaha-Council Bluffs production area which has regularly been supplying milk as aforesaid.

7. Where a herd is dispersed for any reason, without the base having been transferred with the said herd, the producer must replace the herd within ninety days if said base is to be retained by the producer.

8. Any producer who shall voluntarily cease to market milk for fluid milk in the Omaha-Council Bluffs sales area for a period of more than sixty days, shall forfeit his base. In the event that he resumes production thereafter he shall be treated, for the purpose of these rules, as if he were a new producer.

9. Any producer may combine all bases to which he may be entitled hereunder.



10. Any producer whose average monthly shipment for any three consecutive months, except April, May and June, is less than 85% of his base will thereby establish a new base equal to such average daily shipment.

11. All established bases dropped or not retained by producers under these rules may be re-allotted by Milk Foundation to producers. Any producer loses all rights to his established base where the base is transferred or if said base is not retained by him under these rules.

12. Where base milk supplied to any dealer is not sufficient for that respective dealer's requirements and if no milk from holders of established bases or petitioners for certificates of necessity be available, an increase in the base apportionment shall then be made to those producers supplying milk to him at that time.

13. Excesses over bases may be kept at home, provided these excesses do not come into the market in competition with base milk. If an excess over base comes into the market in competition with base milk, the entire base must be surrendered, provided that this practice does not cease immediately after notice in writing by Milk Foundation to this effect is received by any producer.

#### B - METHOD OF ADMINISTRATION OF DISTRIBUTORS POOL AND EQUALIZATION FUND.

1. The administration of the so-called distributors' pool and the equalization fund shall be by a certified public accountant, hereinafter termed "Auditor," who shall be retained by the Milk Foundation and subject to its general supervision.

2. Said Auditor shall use the following general method in computing the distributor's pool.

(a) Each distributor shall furnish to the Auditor, on or before the third of each month the total quantity of milk (measured in hundred weight) and the weighted average butterfat test thereof as delivered to said distributor from the fifteenth day to the end of the previous month. Similar data shall be furnished for period from the first to the fifteenth day of each month not later than the eighteenth day of said month.

(b) Each distributor shall likewise furnish the figure of the total quantity of fluid milk sold or used by him during each fifteen day period in the various classes of fluid milk as set forth in Exhibit A, supra. The total cost of the fluid milk delivered to and sold or used by all distributors during said period shall be determined by multiplying the total quantity of milk (measured in hundred weight) as sold or used in each of the various classes of fluid milk as described above in Exhibit A, by the respective class 1, class 2, and class 3 prices for such fluid milk, subject, however, to deductions for payment to Milk Foundation and Nebraska-Iowa Non-Stock Co-operative Milk Association made pursuant to paragraph 4 of this Agreement.

(c) Each distributor shall likewise furnish a complete list of the producers from whom he purchased milk during said period, together with the total quantity of milk (measured in hundred weight) and the butterfat test thereof, as purchased by said distributor from each of said producers.

(d) The payment which each distributor shall pay each producer for milk delivered during said period shall be determined by the Auditor as follows: (1) He shall arrive at the total bases of all producers (in hundred weight). In the event that a producer's delivery of milk in any given period is less than his established base, the amount of milk delivered in that period by said producer shall be considered his base for that given period. (2) He shall divide the total quantity of milk (in hundred weight) as reported by all distributors as class 1 milk by the total bases (in hundred weight) of all producers. He shall then report said percentage of base to each distributor and said percentage of each producer's base is to be classified and paid for as class 1 milk as set forth above in Exhibit A. (3) He shall divide the total quantity of milk (in hundred weight) as reported by all distributors as class 2 milk by the total base (in hundred weight) of all producers. He shall then report said percentage of base to each distributor and said percentage of each producer's base is to be classified and paid for as class 2 milk. (4) The milk delivered by each producer in excess of his class 1 and class 2 amounts as calculated for the fifteen day period shall be classified and paid for as class 3 milk.

3. Said Auditor shall use the following general method in computing the Equalization Fund.

(a) The Auditor shall mail to each distributor not later than the fifth and twentieth day of each month a statement for each fifteen day period showing the difference between the total money to be paid to the producers by said distributor and the total value of the classifications of milk as delivered to or used by said distributor. If the computed cost of such milk is greater than the total money to be paid by said distributor to his producers, such difference shall be paid by said distributor to the Auditor of the equalization fund not later than the fifteenth or first day of each month to cover the respective fifteen day period involved. The Auditor shall pro rate such moneys to such distributors as shall be paid to their producers a total amount of money greater than the total computed cost of milk purchased by such distributors during each respective fifteen day period.

(b) Distributors shall keep adequate books and records disclosing all of the facts and information required by the Auditors, in order that said Auditor may upon an audit determine sales, movements out of plants and manufacturing records of all milk in its various classifications. Any discrepancies found in the aforesaid monthly reports of purchases and sales or usage shall be adjusted when the next period's computations are made.



EXHIBIT C

PRICE SCHEDULE FOR CONTRACTING DISTRIBUTORS' SALES

	<u>RETAIL</u> From any vehicle or store	<u>WHOLESALE</u>	Prices to <u>PEDDLERS</u>
<u>MILK</u> 3.2% - 3.9% B.F.			
Gallons		.28	.22
Quarts	.09	.07 1/2	.05 1/2
Pints	.05	.04	.03
1/2 Pints		.03	.01 3/4
10 oz.		.03 1/2	.02 1/2
<u>RAW MILK</u> 4.0% - 4.5% B.F.			
Gallons		.32	.27
Quarts	.10	.08 1/2	.06 1/2
Pints	.06	.05	.03 1/2
1/2 Pints		.03 1/4	.02 1/2
<u>RAW MILK</u> 4.6% B.F. and up			
Gallons		.36	.30
Quarts	.11	.09 1/2	.07
Pints	.07	.06	.04
1/2 Pints		.03 1/2	.02 1/2
<u>VITAMIN D MILK</u> 3.2% - 3.9%			
Quarts	.11	.09 1/2	
Pints	.07	.06	
<u>SKIM MILK</u>			
Gallons		.10	.06
Quarts	.05	.04	.02
<u>BUTTERMILK</u> 1% B.F. or less			
Gallons		.20	.12
Quarts	.07	.06	.03
1/2 Pints		.03	.01 1/2
<u>CREAM</u> 20% - 22%			
Gallons		1.20	1.00
Quarts	.40	.30	.25
1/2 Pints	.10	.08 1/2	.06 1/2
<u>CREAM</u> 24% - 26%			
Gallons		1.40	1.16
Quarts		.35	.29
1/2 Pints	.12	.10 1/2	.08

	<u>RETAIL</u> From any vehicle or store	<u>WHOLESALE</u>	<u>Prices to</u> <u>PEDDLERS</u>
<u>CREAM 33% - 36%</u>			
Gallons		2.00	1.70
Quarts	.60	.50	.44
Pints	.32	.26	.22
1/2 Pints	.16	.13	.11
<u>SOUR OR CULTURED CREAM 24% - 26%</u>			
Gallons		1.40	1.10
Quarts	.40	.35	.28
Pints	.22	.19	.14
1/2 Pints	.12	.10 1/2	.08
12 oz. Jars	.17	.14	
<u>COTTAGE CHEESE</u>			
12 Oz. glass tumblers	.12	.10	
10 Oz. glass tumblers	.10	.08	
12 Oz. glass jars	.10	.08	.05 1/2
12 Oz. paper cartons	.10	.08	.05 1/2
Lbs. in bulk, dry or wet		.10	.06
12 Oz. jars salad	.12	.10	
<u>CHOCOLATE OR COCOA DRINK (0 to 2% Butterfat)</u>			
Gallons		.30	.20
Quarts	.10	.08	.05 1/2
1/2 Pints	.05	.03	.02
Pints	.06	.05	.03 1/2
<u>BULGARIAN OR SPECIAL BUTTERMILK</u>			
Quarts	.12		.10
Pints	.07		.05

(a) Sales of the following articles in the Omaha-Council Bluffs sales area made by contracting distributors shall be at the prices hereinabove set forth. Sales of the above articles in bottles shall be made only in bottles of the size specified, and where a grade and/or percentage of butterfat content is specified, only at the specified grade and/or percentage or butterfat content.

(b) It shall not be deemed a violation of this Agreement to add to the selling price of any article or articles hereinabove in the exhibit specified, any sales or occupational taxes imposed by the laws of any State, if permitted by such laws, but any such additions shall be uniform as to all contracting distributors.

(c) The contracting distributor may sell to any public unemployment relief agency or to any welfare charity at less than the above prices.



(d) Stores and markets as defined in paragraph (e) below are to sell all the above products at not less than the prices listed in the retail price schedule.

(e) The prices listed in the wholesale price schedule shall apply in connection with sales of the above articles - -

To stores, markets, and other places where milk is resold in its original container for consumption other than on the premises, and where such places have a license to handle milk, if any such license is required by the municipality in which said articles are sold.

To restaurants, drug stores, confectioneries, hotels, clubs, and other places where said articles are used and/or consumed on the premises, and where such a place has properly complied with licensing requirements, if any, of the municipality in which it is situated.

To governmental and charitable institutions, public and parochial schools, and hospitals.

#### EXHIBIT D

##### SCHEDULE OF FAIR PRACTICES FOR CONTRACTING DISTRIBUTORS

The following practices are unfair and shall not be engaged in by contracting distributors, or by their officers, employees, or agents.

1. Any method or device whereby "fluid milk" is sold or offered for sale at a price less than that stated in Schedule C, whether by discount, rebate, free service, or advertising allowance, or a combined price for such milk together with another commodity, whether sold or offered for sale separately or otherwise.

2. To place an employee or agent in a territory which within six months previously has been covered by said employee or agent in any capacity for another contracting distributor.

AUTHORIZATION TO CORRECT TYPOGRAPHICAL ERRORS  
TO BE EXECUTED BY ALL SIGNERS

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We, the undersigned, hereby authorize B. B. Derrick to consent on our behalf to the correction of any typographical errors which the Agricultural Adjustment Administration may consider it advisable to make in the Marketing Agreement for Milk, Omaha-Council Bluffs Production Area.

_____	_____
Date	Firm Name
By _____	
_____	_____
Name	Title
	SEAL
	(If Corporation)

-----

Corporations only

CERTIFICATION OF RESOLUTION

At a duly convened meeting of the Board of Directors of

\_\_\_\_\_ held at  
\_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1933, the following resolution was adopted.

RESOLVED, that \_\_\_\_\_

shall become a party to the Marketing Agreement for Milk, Omaha-Council Bluffs Production Area, as read and explained to the meeting, and it is further Resolved, that \_\_\_\_\_

\_\_\_\_\_ (title) and \_\_\_\_\_ (title)  
be, and hereby are authorized and directed to sign, execute and deliver a counterpart of the said Agreement attached hereto, to the Secretary of Agriculture, together with an authorization, naming B. B. Derrick to correct typographical errors.

I, \_\_\_\_\_ Secretary of  
\_\_\_\_\_ do hereby certify that this  
is a true and correct copy of a resolution adopted at the above  
named meeting, as said resolution appears in the minutes thereof.

\_\_\_\_\_  
Address of firm.

SEAL.

AND SEAL AT SIGNATURE LINE IN BODY OF CONTRACT.



1. 947  
D. H. Ma  
Omaha - Council Bluffs  
Docket No. A-86  
O-86

Notice of hearing signed by  
the Secretary of Agriculture  
December 3 , 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL ADJUSTMENT ADMINISTRATION

PROPOSED MARKETING AGREEMENT AND PROPOSED ORDER REGULATING  
THE HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS MILK  
MARKETING AREA, PREPARED AND PROPOSED BY THE NEBRASKA-IOWA  
NON-STOCK COOPERATIVE MILK ASSOCIATION, AND UPON WHICH SAID  
ASSOCIATION HAS REQUESTED THE SECRETARY OF AGRICULTURE TO  
HOLD A HEARING UNDER THE AGRICULTURAL MARKETING AGREEMENT  
ACT OF 1937.

The Nebraska-Iowa Non-Stock Cooperative Milk Association has presented to the Secretary a petition for public hearing on a proposed marketing agreement and proposed order regulating the handling of milk for the Omaha-Council Bluffs milk marketing area under the Agricultural Marketing Agreement Act of 1937.

The Agricultural Marketing Agreement Act of 1937 authorizes the Secretary of Agriculture after due notice of and opportunity for hearing to enter into marketing agreement with, and to issue orders applicable to, processors, producers, associations of producers, and others engaged in the handling of milk and its products in the current of interstate or foreign commerce, and authorizes the Secretary of Agriculture to call hearings whenever he has reason to believe that the issuance of an order will tend to effectuate the declared policy of this act. In simple terms, as applied to milk, the declared policy of the act is to establish and maintain such orderly marketing conditions for milk in interstate commerce as will establish prices for milk at a level which will give that milk a purchasing power with respect to articles that farmers buy equivalent to its purchasing power in a prescribed base period, after taking into account the available supplies of feed, the prices of feed and other economic conditions affecting the demand for and the supply of milk.

In response to the petition of the Nebraska-Iowa Non-Stock Cooperative Milk Association, the Secretary of Agriculture has called a hearing to be held in the Post Office Building at Omaha, Nebraska, beginning at 10:00 a.m., c.s.t., December 15, 1938.

At the above time and place opportunity will be given for interested parties to present evidence (1) as to whether or not any marketing agreement and order should be issued, and (2) as to each and every provision set forth below and as to other provisions which may be proposed in the course of the hearings. It is suggested that each interested party who so desires carefully present all facts which he feels the Secretary of Agriculture should have in the record of the public hearing upon which to base a decision, (1) as to the issuance of an order, and

(2) if an order is issued, what provisions such an order should contain. The best interests of a proponent, or of an opponent, of the whole plan, or any provision thereof, will best be served by his presentation, concisely and adequately, of the relevant facts in his possession, reserving his arguments for filing in written form at the close of the hearing session.

The provisions proposed by the Nebraska-Iowa Non-Stock Cooperative Milk Association are set forth below as possible provisions of a marketing agreement and of an order. Their publication in this form is for the convenience of interested parties and is not to be considered as in any way signifying their approval by the Secretary of Agriculture.

#### ARTICLE I -- DEFINITIONS

Section 1. Terms.-- The following terms shall have the following meanings:

1. "Omaha-Council Bluffs marketing area," hereinafter called the "marketing area," means the territory within the corporate limits of the cities of Omaha, Nebraska, and Council Bluffs, Iowa; the territory within Kane Township in Pottawattomie County, Iowa; and the territory within East Omaha Precinct, Douglas, Dundee, Gilmore, and Highland Townships of Douglas County, Nebraska; and the territory within four miles of the corporate limits of Omaha, Nebraska, and Council Bluffs, Iowa.
2. "Person" means any individual, partnership, corporation, association, and any other business unit.
3. "Producer" means any person, irrespective of whether any such person is also a handler, who produces milk in conformity with the health requirements applicable for milk to be sold for consumption as milk in the marketing area.
4. "Handler" means any person, irrespective of whether such person is a producer or an association of producers, wherever located or operating, who engages in such handling of milk, which is sold as milk or cream in the marketing area, as is in the current of interstate or foreign commerce or which directly burdens, obstructs, or affects interstate or foreign commerce in milk and its products.
5. "Market administrator" means the person designated pursuant to article II as the agency for the administration hereof.
6. "Delivery period" means the current marketing period beginning with the 1st day and ending with the 15th day, and beginning with the 16th and ending with the last day, of each month.
7. "Act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937.



8. "Secretary" means the Secretary of Agriculture of the United States.

## ARTICLE II -- MARKET ADMINISTRATOR

Section 1. Designation.-- The agency for the administration hereof shall be a market administrator who shall be a person selected by the Secretary. Such person shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of, the Secretary.

Sec. 2. Powers.-- The market administrator shall:

1. Administer the terms and provisions hereof;
2. Report to the Secretary complaints of violation of the provisions hereof.

Sec. 3. Duties.-- The market administrator shall:

1. Within 45 days following the date upon which he enters upon his duties, execute and deliver to the Secretary a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the Secretary;
2. Pay, out of the funds provided by article IX, the cost of his bond, his own compensation, and all other expenses necessarily incurred in the maintenance and functioning of his office;
3. Keep such books and records as will clearly reflect the transactions provided for herein, and surrender the same to his successor or to such other person as the Secretary may designate;
4. Publicly disclose to handlers and producers, unless otherwise directed by the Secretary, the name of any person who, within 10 days after the date upon which he is required to perform such acts, has not (a) made reports pursuant to article V or (b) made payments pursuant to article VIII; and
5. Promptly verify the information contained in the reports submitted by handlers.

Sec. 4. Responsibility.-- The market administrator, in his capacity as such, shall not be held responsible in any way whatsoever to any handler or any other person for errors in judgment, for mistakes, or for other acts either of commission or omission, except for his own willful misfeasance, malfeasance, or dishonesty.

### ARTICLE III -- CLASSIFICATION OF MILK

Section 1. Class Definitions.-- Milk received by each handler, including milk produced by him, if any, shall be classified by the market administrator as follows:

1. Class I milk shall be all milk sold or given away in the form of milk and all milk not accounted for as Class II milk or Class III milk;

2. Class II milk shall be all milk used to produce cream which is sold or given away in the form of cream for consumption as cream;

3. Class III milk shall be all milk used to produce a milk product and all milk accounted for as actual plant shrinkage but not to exceed 3 percent of the total receipts of milk.

Sec. 2. Interhandler and Nonhandler Sales.-- Milk sold or delivered by a handler to another handler, and milk sold by a handler to a person who is not a handler but who distributes milk or manufactures milk products, shall be classified as Class I milk: Provided, That if the selling handler on or before the 5th day after the end of the delivery period furnishes to the market administrator a statement which is signed by the buyer and seller that such milk was disposed of as Class II milk or Class III milk, such milk shall be classified accordingly, subject to verification by the market administrator.

### ARTICLE IV -- MINIMUM PRICES

Section 1. Class Prices.-- Except as set forth in section 2 of this article, each handler shall pay, at the time and in the manner set forth in article VIII, not less than the following prices for milk received at such handler's plant:

Class I milk - \$2.35 per hundredweight.

Class II milk - \$1.60 per hundredweight.

Class III milk - The price per hundredweight which shall be calculated by the market administrator as follows: multiply by 3.8 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture, for the delivery period during which such milk is delivered, plus or minus 0.95 cent per hundredweight for each one cent that such price is above or below 20 cents, and add 18 cents.

Sec. 2. Sales Outside the Marketing Area.-- The price to be paid to producers by a handler for Class I milk sold outside the marketing area, in lieu of the price otherwise applicable pursuant to this article, shall be such price as the market administrator ascertains is being paid by processors, in the market where such milk is sold, for milk of equivalent use, subject to a reasonable adjustment on account of transportation from the plant where such milk is received from producers to the plant where such milk is loaded on wholesale and retail routes.



## ARTICLE V -- REPORTS OF HANDLERS

Section 1. Periodic Reports.-- On or before the 5th day after the end of each delivery period each handler shall, with respect to milk or cream which was, during such delivery period, (a) received from producers, (b) received from handlers, and (c) produced by such handler, report to the market administrator, in the detail and form prescribed by him, as follows:

1. The receipts at each plant from producers who are not handlers;
2. The receipts at each plant from any other handler, including any handler who is also a producer;
3. The quantity, if any, produced by such handler; and
4. The respective quantities of milk which were sold, distributed, or used, including sales to other handlers, for the purpose of classification pursuant to article III.

Sec. 2. Reports as to Producers.-- Each handler shall report to the market administrator:

1. Within 10 days after the market administrator's request, with respect to any producer for whom such information is not in the files of the market administrator, and with respect to a period or periods of time designated by the market administrator, (a) the name and address, (b) the total pounds of milk delivered, (c) the average butterfat test of milk delivered, and (d) the number of days upon which deliveries were made; and
2. As soon as possible after first receiving milk from any producer, (a) the name and address of such producer, (b) the date upon which such milk was first received, and (c) the plant at which such producer delivered milk.

Sec. 3. Reports of Payments to Producers.-- Each handler shall submit to the market administrator on or before the 20th day after the end of each delivery period his producer pay roll for such delivery period which shall show for each producer (a) the net amount of such producer's payment with the prices, deductions, and charges involved, and (b) the total delivery of milk with the average butterfat test thereof.

Sec. 4. Verification of Reports.-- In order that the market administrator may submit verified reports to the Secretary pursuant to paragraph 5 of section 3 of article II, each handler shall permit the market administrator or his agent, during the usual hours of business, to (a) verify the information contained in reports submitted in accordance with this article, and (b) weigh milk delivered by each producer and sample and test milk for butterfat.

## ARTICLE VI -- HANDLERS WHO ARE ALSO PRODUCERS

Section 1. With respect to each handler who is also a producer:

1. The market administrator shall exclude from the computations made pursuant to section 1 of article VII, the quantity of milk produced and sold, used, or distributed by such handler: Provided, That where any such handler has purchased milk from other producers, the value of the milk purchased shall be computed under section 1 of article VII as follows: the quantity of such milk shall be ratably apportioned among such handler's total Class I, Class II, and Class III sales (after excluding purchases, if any, from other handlers) and multiplied by the Class I, Class II and Class III prices, respectively.

2. The market administrator shall consider as Class III milk any milk sold in bulk by any such handler to another handler operating a bottling or processing plant. If such buying handler uses or sells such milk or cream for other than Class III purposes, the market administrator shall add to the total value computed pursuant to section 1 of article VII of the difference between (a) the value of such milk or cream at the Class III price and (b) the value according to its actual usage.

## ARTICLE VII - DETERMINATION OF UNIFORM PRICES TO PRODUCERS

Section 1. Computation of Value of Milk for Each Handler.- For each delivery period the market administrator shall compute, subject to the provisions of article VI, the value of milk sold or used by each handler, which was not purchased from other handlers, by (a) multiplying the quantity of such milk in each class by the price applicable pursuant to article IV, and (b) adding together the resulting values of each class. This sum of money shall be known as the net pool obligation of each handler.

Sec. 2. Computation and Announcement of Uniform Prices.- The market administrator shall, for each delivery period, make computations and announce the uniform price per hundredweight of milk received by handlers during each delivery period as follows:

1. Combine into one total the respective values of milk, computed pursuant to section 1 of this article for each handler who made the reports prescribed by article V and who made the payments prescribed by article VIII for milk received during the previous delivery period;
2. Subtract the total of payments required to be made for such delivery period by section 3 of article VIII;
3. Add the amount of cash in the producer settlement fund;
4. Divide the result by the total quantity of milk represented in the sum obtained pursuant to paragraph 1 of this section, and
5. Subtract not less than 4 cents nor more than 5 cents per hundredweight of milk to provide against the contingency of errors in reports and payments, or of delinquencies in payments by handlers. This result shall be known as the uniform price for such delivery period for milk containing 3.8 percent butterfat received from producers at handlers' plants in the marketing area.
6. On or before the 8th day after the end of each delivery period, notify all handlers, and make public announcement of these computations, of the uniform price per hundredweight which is the result, and of the Class III price.



## ARTICLE VIII — PAYMENTS FOR MILK

Section 1. Time and Method of Payment.- On or before the 5th day after the end of each delivery period, each handler shall make advance payment for approximately half the total value of milk received from producers during such delivery period, and on or before the 10th day after the end of each delivery period shall pay to producers not less than the remainder of the uniform price, computed according to section 2 of article VII, subject to the butterfat differential set forth in section 2 of this article.

Sec. 2. Butterfat Differential.- If any producer has delivered to any handler, during any delivery period, milk having an average butterfat content other than 3.8 percent, such handler shall pay to each producer for each one-tenth of one percent of average butterfat content above 3.8 percent, or shall deduct for each one-tenth of one percent of average butterfat content below 3.8 percent, 3 cents per hundredweight if the average price of Chicago 92-score butter for the period is less than 30 cents, or 3 1/2 cents if such average price is 30 cents up to 34.9 cents, or 4 cents if such average price of butter is 35 cents or over.

Sec. 3. Payments to Cooperative Associations.- Any cooperative association of producers may apply to the Secretary for a determination of its qualifications to receive payments pursuant to this section by reason of its having and exercising full authority in the sale of milk of its members, using its best efforts to supply Class I and Class II milk to the marketing area and to secure utilization of milk in a manner to assure the greatest possible returns to all producers, and having its entire activities under the control of its members. After such a determination by the Secretary, the cooperative association of producers shall be entitled to continue to receive such payment until it has been disqualified by the Secretary, after hearing, for failure to exercise the authority and to perform the functions upon which such determination was based.

The market administrator shall make payments authorized by this section, or issue credit therefor, out of the producer settlement fund on or before the 10th day after the end of each delivery period, subject to verification of the reports upon which such payment is based. Such payments shall be made to each cooperative association of producers under the following conditions and at the following rates:

1. Five cents per hundredweight of milk at plants of all handlers if such association has been determined by the Secretary (a) to have the contractual relationships with handlers and marketing facilities necessary to provide flexibility in the distribution of milk among handlers in order that each handler may be assured of a sufficient supply of milk for Class I and Class II needs and to provide producers generally with a return for their milk commensurate with the best uses of such milk, (b) to be willing and able to receive and market, if requested, the milk of producers who are not

members, and to dispose of such milk in a manner to provide the best market outlet, (c) to have contractual relationships sufficient for the procurement, in times of milk shortage, of additional supplies of fluid milk to supplement that delivered by producers, and for the withdrawal of such additional supplies of milk from the fluid market as may not be desired by handlers in times of long supply, providing a market for such milk and the greatest possible return to producers.

Sec. 4. Producer Settlement Fund.- The market administrator shall establish and maintain a separate fund known as "the producer settlement fund" into which he shall deposit all payments made by handlers pursuant to sections 5 and 7 of this article and out of which he shall make all payments to handlers pursuant to sections 6 and 7 of this article, and to cooperative associations of producers pursuant to section 3 of this article.

Sec. 5. Payments to the Producer Settlement Fund.- Each handler shall on or before the 8th day after the end of each delivery period pay to the market administrator for payment to producers through the producer settlement fund the amount by which his net pool obligation for the preceding delivery period is greater than the amount obtained by multiplying the net pooled milk of such handler by the uniform price.

Sec. 6. Payments Out of Producer Settlement Fund.- On or before the 10th day after the end of each delivery period the market administrator shall remit to each handler for payment to producers the amount, if any, by which such handler's net pool obligation is less than the amount obtained by multiplying the net pooled milk of such handler by the uniform price. If at such time the balance in the producer settlement fund is insufficient to make all payments due to such handler, the market administrator shall reduce uniformly the payments made to each handler and shall complete such payments as soon as the necessary funds are available. No handler who, on the 10th day after the end of each delivery period has not received the balance of such reduced payment from the market administrator shall be deemed to be in violation of section 1 of this article if he reduces his payments to producers by not more than the amount of the reduction in payment from the producer settlement fund.

Sec. 7. Adjustments of Errors in Payments.- Whenever verification by the market administrator of reports or payments of any handler discloses errors made in payments to or from the producer settlement fund, the market administrator shall promptly bill such handler for any unpaid amount, and such handler shall, within five days, make payment to the market administrator of the amount so billed. Whenever verification discloses that payment is due from the market administrator to any handler the market administrator shall, within five days, make such payment to such handler. Whenever verification by the market administrator of the payment to any producer for milk delivered to any handler discloses payment to such



producer of less than is required by this article, the handler shall make up such payment to the producer not later than the time of making payment next following such disclosure.

#### ARTICLE IX -- EXPENSE OF ADMINISTRATION

Section 1. Payment of Handlers.-- As his pro rata share of the expense of administration hereof, each handler, with respect to all milk received from producers or an association of producers during the delivery period, shall pay to the market administrator on or before the 10th day after the end of the delivery period that amount per hundredweight, subject to review by the Secretary and not to exceed 2 cents per hundredweight, which is announced on or before the 8th day after the end of such delivery period by the market administrator.

#### ARTICLE X -- AMENDMENT, SUSPENSION OR TERMINATION

Section 1. Effect of Amendment, Suspension, or Termination.-- The amendment, suspension, or termination of any or all of the provisions of this instrument shall not affect, waive, or terminate any right, duty, obligation, violation, or liability which shall have arisen, or may thereafter arise, in connection with any of the provisions herein.

Sec. 2. Power of the Market Administrator to Liquidate.-- Upon the suspension or termination of this instrument, the powers and duties of the market administrator shall be continued for the purpose of permitting the market administrator then functioning, or such other person as the Secretary may designate, to: (1) reduce all assets to cash, (2) pay all costs of liquidation, (3) distribute all remaining cash on hand to the parties entitled to receive the same and (4) ship all books and records to the Secretary for filing.

#### ARTICLE XI -- LIABILITY

Section 1. Handlers.-- The liability of the handlers hereunder is several and not joint and no handler shall be liable for the default of any other handler.

N. B. In addition to the foregoing, the following provisions are proposed to be included in a marketing agreement.

## ARTICLE XII -- AMENDMENTS

Section 1. Proposals.-- Amendment of any or all provisions hereof may at any time be proposed in writing by any handler signatory hereto by the Secretary. Any amendment proposed in writing by any one or more handlers signatory hereto shall be deposited with the market administrator who shall promptly mail the same to the Chief of the Dairy Section, Agricultural Adjustment Administration, United States Department of Agriculture, Washington, D. C.

## ARTICLE XIII -- ANTITRUST LAWS

Section 1. Antitrust Laws.-- Any exemption from the antitrust laws and any validation of any acts or things which otherwise would have been unlawful, resulting from the execution of this agreement by the Secretary, shall not extend or be construed to extend further than is absolutely necessary for the purpose of carrying out the provisions of this agreement.

## ARTICLE XIV -- DURATION OF IMMUNITIES

Section 1. Duration of Immunities.-- The benefits, privileges, and immunities conferred by virtue of this agreement shall cease upon its termination, except with respect to acts done under and during the existence of this agreement, and the benefits, privileges, and immunities conferred by this agreement upon any parties signatory hereto shall cease upon its termination as to such party, except with respect to acts done under and during the existence of this agreement.

## ARTICLE XV -- AGENTS

Section 1. Agents.-- The Secretary may, by a designation in writing, name any person (not a party to this agreement), including any officer or employee of the Government, or name any bureau or division of the Department of Agriculture, to act as his agent or representative in connection with any of the provisions of this agreement.

## ARTICLE XVI -- ADDITIONAL PARTIES AND COUNTERPARTS

Section 1. Additional Parties.-- After this agreement first takes effect, any handler may become a party to this agreement if a counterpart thereof is executed by him and by the Secretary. This agreement shall take effect, as to such handler, at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such handler.

Sec. 2. Counterparts.-- This agreement may be executed in multiple counterparts, and when one counterpart is signed by the Secretary all such counterparts shall constitute, when taken together, one and the same instrument, as if all such signatures were obtained in one original.



UNITED STATES DEPARTMENT OF AGRICULTURE  
Agricultural Adjustment Administration  
Washington, D.C.

NOTICE OF A PUBLIC HEARING ON A PROPOSED MARKETING  
AGREEMENT AND ORDER REGULATING THE HANDLING OF MILK  
IN THE OMAHA-COUNCIL BLUFFS MARKETING AREA, PRE-  
PARARED AND PROPOSED BY THE NEBRASKA-IOWA NON-STOCK  
COOPERATIVE MILK ASSOCIATION, UPON WHICH SAID  
ASSOCIATION HAS REQUESTED THE SECRETARY OF AGRI-  
CULTURE TO HOLD A HEARING UNDER THE AGRICULTURAL  
MARKETING AGREEMENT ACT OF  
1937.

WHEREAS, the Nebraska-Iowa Non-Stock Cooperative Milk Association has requested the Secretary to hold a public hearing on a marketing agreement and order prepared and proposed by such association and designed to regulate such handling of milk in the Omaha-Council Bluffs marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce; and

WHEREAS, the Secretary of Agriculture has reason to believe that the execution of a marketing agreement or the issuance of an order will tend to effectuate the declared policy of Public Act No. 10, 73rd Congress, as amended, and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, with respect to such handling of milk in the Omaha-Council Bluffs marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce; and

WHEREAS, under said act notice of and opportunity for a hearing are required prior to the execution of a marketing agreement or the issuance of an order, and the General Regulations, Series A, No. 1, as amended, of the Agricultural Adjustment Administration, United States Department of Agriculture, provide for such notice;

NOW, THEREFORE, pursuant to said act and said general regulations, notice is hereby given of a public hearing to be held at the Post Office Building, Omaha, Nebraska, December 15, 1938, at 10:00 a.m., c.s.t., on the aforementioned marketing agreement and order, prepared and proposed by the aforementioned association and designed to regulate such handling of milk in the Omaha-Council Bluffs marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce.

At this public hearing, representatives of the Secretary will receive factual evidence (1) as to whether marketing conditions for such handling of milk in the Omaha-Council Bluffs marketing area as is in the current of interstate commerce or which directly burdens, obstructs or affects interstate commerce are so disorderly as to necessitate regulation of the handling of such milk in order that the

declared policy of the act may be effectuated, and (2) as to the specific provisions which a marketing agreement or order should contain.

The proposed marketing agreement and order provide, among other things, for: (a) selection of a market administrator, (b) classification of milk, (c) minimum prices, (d) reports of handlers, (e) payments to producers through the use of a market wide pool, (f) payments from the pool by the market administrator to producers' associations for rendering marketing services, and (g) expenses of administration.

It is hereby declared that an emergency exists in the handling of milk in the aforesaid area which requires a shorter period of notice than fifteen (15) days; and it is hereby determined that the period of notice given is reasonable under the circumstances.

Copies of the proposed marketing agreement or order may be inspected in or procured from Room 0318, South Building, United States Department of Agriculture, Washington, D. C.

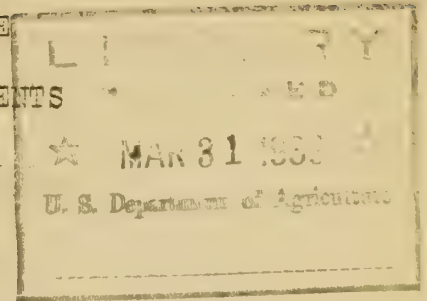
/s/ H. A. Wallace  
Secretary of Agriculture

Dated: December 3, 1938

Washington, D. C.



UNITED STATES DEPARTMENT OF AGRICULTURE  
DIVISION OF MARKETING AND MARKETING AGREEMENTS



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TENTATIVELY APPROVED MARKETING AGREEMENT  
REGULATING THE HANDLING OF MILK IN THE  
OMAHA-COUNCIL BLUFFS MARKETING AREA

---

I hereby certify that this document is a true and correct copy of the said marketing agreement as tentatively approved by the Secretary of Agriculture, March 10, 1939.

Hearing Clerk,

U. S. Department of Agriculture

Dated: March 10, 1939.

Washington, D. C.

## INSTRUCTIONS FOR SIGNING MARKETING AGREEMENT

(Please read carefully before signing)

Handlers of milk who wish to enter into the Marketing Agreement Regulating the Handling of Milk in the Omaha-Council Bluffs Marketing Area with the Secretary of Agriculture should fill in and sign in accordance with the following instructions:

1. The agreement should be signed in the space provided for the signer's signature and address in Section 13 just below section headed "Signature of Parties." The type of business organization which you represent, whether corporation, partnership, or individual, should be indicated with your signature. If your business is organized as a corporation you should be sure to impress the corporate seal at the left of your signature.

2. The record of milk handled during the month of November 1938 should be properly certified as indicated on page 13.

3. The authorization to correct typographical errors on page 12 should be signed.

4. If your business is a corporation the board of directors should pass a resolution, in the form attached to the agreement on page 12, authorizing the signing of this agreement.

5. In the case of partnerships and corporations the agreement should be signed by persons authorized to represent the same, such authorization to be indicated.

When the above procedure has been completed the agreement should be returned to Wayne McPherron, 421 P. O. Bldg., Omaha, Nebraska.



MARKETING AGREEMENT REGULATING THE  
HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS  
MARKETING AREA

Whereas, under the terms and provisions of Public Act No. 10, 73d Congress, as amended, and as reenacted and further amended by the Agricultural Marketing Agreement Act of 1937, (50 Stat. 246), the Secretary of Agriculture of the United States is empowered, after due notice and opportunity for hearing, to enter into marketing agreements with processors, producers, associations of producers, and others engaged in such handling of any agricultural commodity or product thereof as is in the current of interstate or foreign commerce, or which directly burdens, obstructs, or affects interstate or foreign commerce in such commodity or product thereof; and

Whereas, the Secretary of Agriculture, having reason to believe that the execution of a marketing agreement and the issuance of an order with respect to the handling of milk in the Omaha-Council Bluffs marketing area, would tend to effectuate the declared policy of the said act, gave, on the 3d day of December 1938, notice of a public hearing to be held at Omaha, Nebraska, which hearing was held on December 15, 1938, on a proposed marketing agreement and a proposed order, said hearing being reopened at Omaha, Nebraska, on the 1st day of February 1939, for the purpose of receiving additional evidence, and at said times and places conducted public hearings at which all interested parties were afforded an opportunity to be heard on the proposed marketing agreement and the proposed order; and

Whereas, the parties hereto, in order to effectuate the declared policy of the said act, desire to enter into this marketing agreement.

Now, therefore, the parties signatory hereto (said parties being the handlers and the Secretary) agree:

Section 1 Definitions. (a) Terms. The following terms used herein shall have the following meanings:

(1) The term "Omaha-Council Bluffs marketing area," hereinafter called the "marketing area," means the territory within the corporate limits of the cities of Omaha, Nebraska, and Council Bluffs, Iowa; the territory within Kane, Lake, Garner, and Lewis Townships in Pottawattamie County, Iowa; and the territory within East Omaha, Florence, Union, Benson, McHugh, Moorehead, McArdle, Loveland, Ralston, Ashland, and May precincts in Douglas County, Nebraska; and the territory within Gilmore, Highland, and Bellevue Townships in Sarpy County, Nebraska.

(2) The term "person" means any individual, partnership, corporation, association, or any other business unit.

(3) The term "producer" means any person, irrespective of whether any such person is also a handler, who produces milk which is received at the plant of a handler from which milk is disposed of in the marketing area. This definition shall be deemed to include any person who produces milk which a cooperative association causes to be diverted from the plant of a handler from which milk is disposed of in the marketing area, to a plant from which no milk is disposed of in the marketing area.

(4) The term "handler" means any person who, on his own behalf or on behalf of others, purchases or receives milk from producers, associations of producers, or other handlers, all, or a portion, of which milk is disposed of as milk in the marketing area, and who, on his own behalf or on behalf of others, engages in such handling of milk as is in the current of interstate commerce or which directly burdens, obstructs, or affects interstate commerce in milk and its products. This definition shall be deemed to include a cooperative association which causes milk to be delivered from a producer to a handler, or causes milk of a producer to be delivered to a plant from which no milk is disposed of in the marketing area, for the account of such cooperative association and for which such cooperative association collects payment.

(5) The term "market administrator" means the agency, which is described in Sec. 2, for the administration hereof.

(6) The term "delivery period" means the current marketing period beginning with the first to, and including, the 15th day of each month, and from the 16th to, and including, the last day of each month.

(7) The term "act" means Public Act No. 10, 73d Congress, as amended and as reenacted and further amended by the Agricultural Marketing Agreement Act of 1937.

(8) The term "Secretary" means the Secretary of Agriculture of the United States.



(9) The term "cooperative association" means any cooperative association of producers which the Secretary determines (a) to have its entire activities under the control of its members, and (b) to have and to be exercising full authority in the sale of milk of its members.

Sec. 2 Market administrator. (a) Designation. The agency for the administration hereof shall be a market administrator who shall be a person selected by the Secretary. Such person shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of, the Secretary.

(b) Powers. The market administrator shall:

(1) Administer the terms and provisions hereof;

(2) Report to the Secretary complaints of violation of the provisions hereof.

(c) Duties. The market administrator shall:

(1) Within 45 days following the date upon which he enters upon his duties, execute and deliver to the Secretary a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the Secretary;

(2) Pay, out of the funds provided by Sec. 9, the cost of his bond, his own compensation, and all other expenses necessarily incurred in the maintenance and functioning of his office;

(3) Keep such books and records as will clearly reflect the transactions provided for herein, and surrender the same to his successor or to such other person as the Secretary may designate;

(4) Unless otherwise directed by the Secretary, publicly disclose to handlers and producers, the name of any person who, within 10 days after the date upon which he is required to perform such acts, has not (a) made reports pursuant to Sec. 5 or (b) made payments pursuant to Sec. 8; and

(5) Promptly verify the information contained in the reports submitted by handlers.

Sec. 3 Classification of milk. (a) Basis of classification. Milk of a producer which a cooperative association causes to be delivered to a plant from which no milk is disposed of in the marketing area, for the account of such cooperative association and for which such cooperative association collects payment, and milk received by each handler, including milk produced by him, if any, shall be classified by the market administrator in the classes set forth in paragraph (b) of this section.

(b) Classes of utilization. The classes of utilization of milk shall be as follows:

(1) Class I milk shall be all milk, plain or flavored, containing more than 1 percent of butterfat which is disposed of in the form of milk and all milk not accounted for as Class II milk or Class III milk;

(2) Class II milk shall be all milk used to produce cream which is disposed of in the form of cream for consumption as cream, except milk the skim milk of which is disposed of as Class I milk;

(3) Class III milk shall be (a) all milk used to produce a milk product other than that specified in Class II, and (b) all milk accounted for as actual plant shrinkage but not to exceed 3 percent of the total receipts of milk from producers.

(c) Interhandler and nonhandler sales. Milk sold or delivered by a handler, which is not a cooperative association, to another handler, and milk sold or delivered by a handler to a person who is not a handler but who distributes milk or manufactures milk products, shall be classified as Class I milk: Provided, That if the selling handler on or before the 5th day after the end of the delivery period furnishes to the market administrator a statement which is signed by the buyer and seller that such milk was disposed of as Class II milk or Class III milk, such milk shall be classified accordingly, subject to verification by the market administrator.

(d) Sales of a cooperative association which is a handler. Milk caused to be delivered from a producer to a handler by a cooperative association, for the account of such cooperative association and for which such cooperative association collects payment, shall be ratably apportioned among the receiving handler's total Class I, Class II, and Class III milk. Milk caused to be delivered by such cooperative association to a plant from which no milk is disposed of in the marketing area, shall be classified as Class I milk: Provided, That if such cooperative association, on or before the 5th day after the end of the delivery period, furnishes to the market administrator a statement which is signed by the buyer and seller that such milk was disposed of as Class II milk or Class III milk, such milk shall be classified accordingly, subject to verification by the market administrator.

Sec. 4 Minimum prices. (a) Class Prices. Except as set forth in paragraph (b) of this section, each handler shall pay, at the time and in the manner set forth in Sec. 8, not less than the following prices for milk received at such handler's plant as follows:

(1) Class I milk - \$2.05 per hundredweight;

(2) Class II milk - \$1.50 per hundredweight;

(3) Class III milk - The price per hundredweight which shall be calculated by the market administrator as follows: Multiply by 3.8 the



average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture, for the delivery period during which such milk is received, plus or minus 0.95 cent per hundredweight for each 1 cent that such average price of butter is above or below 20 cents, and add 15 cents.

(b) Sales outside the marketing area. The price to be paid to producers by a handler for Class I milk disposed of outside the marketing area, in lieu of the price otherwise applicable pursuant to this section, shall be such price as the market administrator ascertains is being paid by processors, in the market where such milk is disposed of, for milk of equivalent use.

(c) Sales of diverted milk. The prices to be applied to milk caused to be delivered by a cooperative association which is a handler to a plant from which no milk is disposed of in the marketing area, shall be the prices set forth in paragraphs (a) and (b) of this section.

Sec. 5 Reports of handlers. (a) Periodic reports. On or before the 5th day after the end of each delivery period each handler shall, with respect to milk or cream which was, during such delivery period (a) received from producers, (b) received from handlers, (c) produced by such handler, and (d) received from any other source, report to the market administrator, in the detail and form prescribed by the market administrator, as follows:

(1) The receipts at each plant from producers who are not handlers;

(2) The receipts at each plant from any other handler, including any handler who is also a producer;

(3) The quantity, if any, produced by such handler;

(4) The receipts at each plant from any other source; and

(5) The respective quantities of milk which were disposed of, including sales to other handlers, for the purpose of classification pursuant to Sec. 3 (a), (b), and (c).

(b) Reports as to producers. Each handler shall report to the market administrator, as follows:

(1) Within 10 days after the market administrator's request, with respect to any producer for whom such information is not in the files of the market administrator, and with respect to a period or periods of time designated by the market administrator, (a) the name and address, (b) the total pounds of milk delivered, (c) the average butterfat test of milk delivered, and (d) the number of days upon which deliveries were made; and

(b) As soon as possible after first receiving milk from any producer, (a) the name and address of such producer, (b) the date upon which such milk was first received, and (c) the plant at which the milk of such producer was received.

(c) Reports of payments to producers. Each handler shall submit to the market administrator on or before the 20th day after the end of each delivery period his producer pay roll for such delivery period which shall show for each producer (a) the net amount of the payment to such producer with the prices, deductions, and charges involved; and (b) the total delivery of milk with the average butterfat test thereof.

(d) Reports of cooperative associations. On or before the 5th day after the end of each delivery period, each cooperative association which is a handler shall report to the market administrator the quantity of milk of any producer which it causes to be delivered to a plant from which no milk is disposed of in the marketing area.

(e) Verification of reports. Each handler, including a cooperative association which is a handler, shall make available to the market administrator or his agent (a) those records which are necessary for the verification of the information contained in the reports submitted in accordance with this section, and (b) those facilities which are necessary for the sampling, weighing, and testing of the milk of each producer.

Sec. 6 Handlers who are also producers. (a) With respect to each handler who is also a producer:

(1) The market administrator shall exclude from the computations made pursuant to Sec. 7(a), the quantity of milk disposed of by such handler: Provided, That where any such handler has purchased or received milk from other producers, the value of the milk purchased or received shall be computed under Sec. 7(a) as follows: The quantity of such milk shall be ratably apportioned among such handler's total Class I, Class II, and Class III milk (after excluding purchases, if any, from other handlers) and multiplied by the Class I, Class II, and Class III prices, respectively.

(2) The market administrator shall consider as Class III milk any milk disposed of in bulk by any such handler to another handler operating a bottling or processing plant. If such buying handler disposes of such milk for other than Class III purposes, the market administrator shall add to the total value of milk, computed pursuant to Sec. 7(a), the difference between (a) the value of such milk at the Class III price and (b) the value according to its actual usage.



Sec. 7 Determination of uniform prices to producers.

(a) Computation of the value of milk for each handler. For each delivery period the market administrator shall compute, subject to the provisions of Sec. 6, the value of milk disposed of by each handler, which was received from producers by (a) multiplying the quantity of such milk in each class by the price applicable pursuant to Sec. 4, and (b) adding together the resulting values of each class.

(b) Computation of the value of milk diverted by a cooperative association. For each delivery period the market administrator shall compute the value of milk of producers which a cooperative association causes to be delivered to a plant from which no milk is disposed of in the marketing area by (a) multiplying the quantity of such milk in each class by the price applicable pursuant to Sec. 4 and (b) adding together the resulting values in each class.

(c) Computation and announcement of the uniform price. For each delivery period the market administrator shall compute and announce the uniform price per hundredweight of milk as follows;

(1) Combine into one total the respective values of milk, computed pursuant to paragraphs (a) and (b) of this section for each handler who made the reports prescribed by Sec. 5 and who made the payments prescribed by paragraphs (c) and (d) of Sec. 8;

(2) Add the amount of cash balance in the producer-settlement fund;

(3) Divide the result by the total quantity of milk represented in the sum obtained pursuant to subparagraph (1) of this paragraph;

(4) Subtract not less than 4 cents nor more than 5 cents per hundredweight of milk for the purpose of retaining in the producer-settlement fund a cash balance to provide against errors in reports and payments, or delinquencies in payments by handlers. This result shall be known as the uniform price for such delivery period for milk of producers containing 3.8 percent butterfat; and

(5) On or before the 6th day after the end of each delivery period, notify all handlers, and make public announcement of these computations, of the uniform price per hundredweight of milk, and of the Class III price.

Sec. 8 Payments for milk. (a) Time and method of payment.

On or before the 10th day after the end of each delivery period each handler shall pay each producer, for milk received during the delivery period which was not caused to be delivered by a cooperative association, for the account of such cooperative association and for which such cooperative association receives payment, an amount of money representing not less than the total value of such milk, at the uniform price per hundredweight, computed pursuant to Sec. 7(c), and subject to the butterfat differential set forth in paragraph (5) of this section.

(b) Producer-settlement fund. The market administrator shall establish and maintain a separate fund known as "the producer-settlement fund" into which he shall deposit all payments made by handlers pursuant to paragraphs (c), (d), and (g) of this section and out of which he shall make all payments to handlers pursuant to paragraphs (e) and (g) of this section.

(c) Payments to the producer-settlement fund. On or before the 8th day after the end of each delivery period each handler shall pay, subject to the provisions of paragraph (d) of this section, to the market administrator the amount by which the total value of the milk received by him from producers during the delivery period is greater than the amount obtained by multiplying the hundredweight of milk received from producers by such handler by the uniform price.

(d) Payments made through a cooperative association. Each handler, with respect to milk which is caused to be delivered to him from producers by a cooperative association for the account of such cooperative association and for which such cooperative association collects payment, shall make payment to such cooperative association at not less than the class prices set forth in Sec. 4, and subject to the provisions of Sec. 3(d) and to the butterfat differential set forth in paragraph (f) of this section, for the utilization value of such milk. Such cooperative association shall pay to the market administrator the amount by which the utilization value of such milk, and of the milk of each producer which it causes to be delivered to a plant from which no milk is disposed of in the marketing area, is greater than the amount obtained by multiplying the hundredweight of all such milk by the uniform price.

(e) Payments out of producer-settlement fund. On or before the 10th day after the end of each delivery period, the market administrator shall pay to each handler for payment to producers, with respect to milk which was not caused to be delivered to such handler by a cooperative association, for the account of such cooperative association and for which such cooperative association collects payments, the amount, if any, by which the total value of such milk received from producers by such handler is less than the amount obtained by multiplying the hundredweight of such milk received from producers by such handler by the uniform price. On or before the 10th day after the end of each delivery period, the market administrator shall pay to a cooperative association which is a handler, for payment to producers, the amount, if any, by which the total value of milk of producers caused to be delivered to a handler and to a plant from which no milk is disposed of in the marketing area by such cooperative association is less than the amount obtained by multiplying the hundredweight of such milk by the uniform price. If at such time the balance in the producer-settlement fund is insufficient to make all payments pursuant to this paragraph, the market administrator shall reduce uniformly such payments and shall complete such payments as soon as the necessary funds are available. No handler who, on the 10th day after the end of each delivery period has not received the



balance of such reduced payment from the market administrator shall be deemed to be in violation of paragraph (a) of this section if he reduces his payments to producers by not more than the amount of the reduction in payment from the producer-settlement fund.

(f) Butterfat differential. If any handler has received from any producer, during the delivery period, milk having an average butterfat content other than 3.8 percent, such handler shall add to the uniform price for such producer for each one-tenth of 1 percent of average butterfat content in milk above 3.8 percent not less than, or shall deduct from the uniform price for such producer for each one-tenth of 1 percent of average butterfat content in milk below 3.8 percent not more than, 3 cents per hundredweight if the average price of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received, is less than 30 cents, 3-1/2 cents if such average price of butter is 30-34.9 cents, or 4 cents if such average price of butter is more than 34.9 cents.

(g) Adjustments of errors in payments. Whenever verification by the market administrator of reports or payments of any handler discloses errors made in payments to or out of the producer-settlement fund pursuant to paragraphs (c), (d), and (e) of this section, the market administrator shall promptly bill such handler for any unpaid amount and such handler shall, within 5 days, make payment to the market administrator of the amount so billed. Whenever verification discloses that payment is due from the market administrator to any handler, pursuant to paragraph (e) of this section, the market administrator shall, within 5 days, make such payment to such handler. Whenever verification by the market administrator of the payment by a handler to any producer for milk received by such handler discloses payment to such producer of less than is required by this section, the handler shall make up such payment to the producer not later than the time of making payment to producers next following such disclosure.

Sec. 9 Expense of administration. (a) Payments by handlers. As his pro-rata share of the expense of administration hereof, each handler, with respect to all milk received from producers during the delivery period, shall pay to the market administrator on or before the 10th day after the end of each delivery period that amount per hundredweight, and not to exceed 2 cents per hundredweight, which is announced on or before the 8th day after the end of such delivery period by the market administrator, subject to review by the Secretary. As its pro-rata share of the expense of administration hereof, a cooperative association, which is a handler, shall pay to the market administrator on or before the 10th day after the end of each delivery period, with respect to the milk of any producer which it causes to be delivered to a plant from which no milk is disposed of in the marketing area, an amount per hundredweight equivalent to that required to be paid by other handlers pursuant to this paragraph.

(b) Suits by the market administrator. The market administrator may maintain a suit in his own name against any handler for the collection of such handler's pro-rata share of expense set forth in this section.

Sec. 10 Effective time, suspension, and termination of marketing agreement. (a) Effective time. The provisions hereof, or any amendment hereto, shall become effective at such time as the Secretary may declare and shall continue in force until suspended, or terminated, pursuant to paragraph (b) of this section.

(b) Termination of marketing agreement. The Secretary may terminate this agreement whenever he finds that this agreement obstructs or does not tend to effectuate the declared policy of the act. This agreement shall, in any event, terminate whenever the provisions of the act authorizing it cease to be in effect.

(c) Continuing power and duty of the market administrator. If, upon the suspension or termination of any or all provisions hereof, there are any obligations arising hereunder, the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: Provided, That any such acts required to be performed by the market administrator shall, if the Secretary so directs, be performed by such other person, persons, or agency as the Secretary may designate.

(1) The market administrator, or such other person as the Secretary may designate, (a) shall continue in such capacity until discharged by the Secretary, (b) from time to time account for all receipts and disbursements and deliver all funds or property on hand, together with the books and records of the market administrator, or such person, to such person as the Secretary shall direct, and (c) if so directed by the Secretary, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant thereto.

(d) Liquidation after suspension or termination. Upon the suspension or termination of any or all provisions hereof, the market administrator, or such person as the Secretary may designate, shall if so directed by the Secretary, liquidate the business of the market administrator's office, and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.



Sec. 11 Liability. (a) Liability of handlers. The liability of the handlers hereunder is several and not joint, and no handler shall be liable for the default of any other handler.

Sec. 12 Counterparts and additional parties. (a) Counterparts of marketing agreement. This agreement may be executed in multiple counterparts, and when one counterpart is signed by the Secretary all such counterparts shall constitute, when taken together, one and the same instrument, as if all such signatures were obtained in one original.

(b) Additional parties to marketing agreement. After this agreement first takes effect, any handler may become a party to this agreement if a counterpart thereof is executed by him and delivered to the Secretary. This agreement shall take effect as to such new contracting parties at the time such counterpart is delivered to the Secretary, and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such new contracting party.

Sec. 13 Signature of parties.

IN WITNESS WHEREOF, the contracting handlers, acting under the provisions of the act, for the purposes and subject to the limitations herein contained and not otherwise have hereunto set their respective hands and seals.

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name Title

Address \_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_  
Date

AUTHORIZATION TO CORRECT TYPOGRAPHICAL ERRORS  
TO BE EXECUTED BY ALL SIGNERS

We, the undersigned, hereby authorize O. M. Reed to consent on our behalf to the correction of any typographical errors which may have been made in the Marketing Agreement Regulating the Handling of Milk in the Omaha-Council Bluffs Marketing Area.

_____	
Date	Firm name
_____	
Name	Title - Seal
	(If corporation)
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Corporation only	

CERTIFICATE OF RESOLUTION

At a duly convened meeting of the board of directors of

\_\_\_\_\_ held at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

1939, the following resolution was adopted:

RESOLVED, That \_\_\_\_\_  
shall become a party to the Marketing Agreement Regulating the Handling of Milk in the Omaha-Council Bluffs Marketing Area, as read and explained to the meeting, and it is further

RESOLVED, That \_\_\_\_\_ (title)  
and \_\_\_\_\_ (title)  
be, and hereby are authorized and directed to sign, execute, and deliver a counterpart of said agreement attached hereto, to the Secretary of Agriculture, together with an authorization naming O. M. Reed to correct typographical errors.

I, \_\_\_\_\_ Secretary of  
\_\_\_\_\_ do hereby certify that  
this is a true and correct copy of a resolution adopted at the above  
named meeting, as said resolution appears in the minutes thereof.

\_\_\_\_\_  
Address of firm SEAL

AND SEAL AT SIGNATURE LINE IN BODY OF AGREEMENT



RECORD OF MILK HANDLED  
DURING THE MONTH OF NOVEMBER 1938

The undersigned certifies that to the best of his knowledge,  
as shown by his books and records, he handled during the month of  
November 1938 \_\_\_\_\_ hundredweight of milk covered by this  
agreement and marketed within the Omaha-Council Bluffs marketing area.

SEAL \_\_\_\_\_

(Signed)

By \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says  
that he has read the foregoing statement by him subscribed and knows  
the contents thereof and that the same are true and correct to the  
best of his knowledge and belief.

\_\_\_\_\_  
Notary Public





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Docket No. A-147

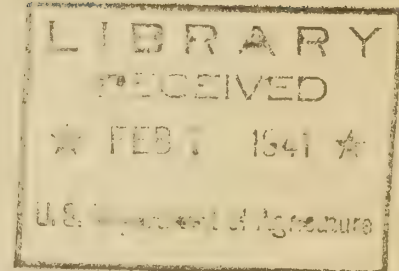
Council Bluffs

UNITED STATES DEPARTMENT OF AGRICULTURE

SURPLUS MARKETING ADMINISTRATION

Dairy Division

Washington, D. C.



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TENTATIVELY APPROVED MARKETING AGREEMENT, AS AMENDED,  
REGULATING THE HANDLING OF MILK IN THE  
OMAHA-COUNCIL BLUFFS  
MARKETING AREA

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I hereby certify that this document is a true and correct copy of the said marketing agreement, as amended, as tentatively approved by the Secretary of Agriculture.

Hearing Clerk,

U. S. Department of Agriculture.

Dated: January 25, 1941

Washington, D. C.

## INSTRUCTIONS FOR SIGNING MARKETING AGREEMENT

(Please read carefully before signing)

Handlers of milk who wish to enter into the Marketing Agreement, As Amended, Regulating the Handling of Milk in the Omaha-Council Bluffs Marketing Area with the Secretary of Agriculture should fill in and sign in accordance with the following instructions:

1. The agreement should be signed in the space provided for the signer's signature and address in section 935.13 just below section headed "Signature of parties." The type of business organization which you represent, whether corporation, partnership, or individual, should be indicated with your signature. If your business is organized as a corporation you should be sure to impress the corporate seal at the left of your signature.
2. The record of milk handled during the month of October 1940 should be properly certified as indicated on page 5.
3. The authorization to correct typographical errors on page 6 should be signed.
4. If your business is a corporation the board of directors should pass a resolution, in the form attached to the agreement on page 6, authorizing the signing of this agreement.
5. In the case of partnerships and corporations the agreement should be signed by persons authorized to represent the same, such authorization to be indicated.

When the above procedure has been completed, the agreement should be returned to Wayne McPherren, 418 Post Office Building, Omaha, Nebraska.



MARKETING AGREEMENT, AS AMENDED, REGULATING  
THE HANDLING OF MILK IN THE OMAHA-  
COUNCIL BLUFFS MARKETING AREA

Whereas, under the terms and provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937 (50 Stat. 246), the Secretary of Agriculture of the United States is empowered, after due notice and opportunity for hearing, to enter into marketing agreements with processors, producers, associations of producers, and others engaged in such handling of any agricultural commodity or product thereof as is in the current of interstate or foreign commerce, or which directly burdens, obstructs, or affects interstate or foreign commerce in such commodity or product thereof; and

Whereas, the Secretary, having reason to believe that the execution of a marketing agreement and the issuance of an order with respect to the handling of milk in the Omaha-Council Bluffs marketing area would tend to effectuate the declared policy of said act, gave, on the 3d day of December 1938, notice of a public hearing to be held at Omaha, Nebraska, which hearing was held on the 15th day of December 1938, on a proposed marketing agreement and a proposed order, said hearing being reopened at Omaha, Nebraska, on the 1st day of February 1939 for the purpose of receiving additional evidence, and at said times and place afforded all interested parties an opportunity to be heard on the proposed marketing agreement and on the proposed order; and

Whereas, after said hearing, the Secretary issued a tentatively approved marketing agreement on the 10th day of March 1939 and issued an order on the 31st day of March 1939; and

Whereas, the Secretary, having reason to believe that the execution of an amendment to said tentatively approved marketing agreement and to the order regulating the handling of milk in the Omaha-Council Bluffs marketing area, would tend to effectuate the declared policy of said act, gave, on the 26th day of November 1940, notice of a public hearing to be held at Omaha, Nebraska, which hearing was held on the 10th day of December 1940, on a proposal to amend said marketing agreement and said order, and at said time and place conducted a public hearing at which all interested parties were afforded an opportunity to be heard on the proposal to amend said marketing agreement and said order; and

Whereas, the parties hereto, in order to effectuate the declared policy of the said act, desire to enter into this marketing agreement, as amended,

NOW, THEREFORE, the parties signatory hereto (said parties being the handlers and the Secretary) agree that:

(a) The terms and provisions of Sec. 935.1 through Sec. 935.9 of Order No. 35 regulating the handling of milk in the Omaha-Council Bluffs marketing area, as made effective by the Secretary on April 5, 1939, except as herein provided, shall be the provisions of this marketing agreement as if set out in full herein; and

(b) The said provisions be and are hereby amended as follows:

1. Delete Sec. 935.4(a)(1) and substitute therefor the following:

(1) Class I milk - \$2.25 per hundredweight: Provided, That with respect to Class I milk disposed of by a handler under a program approved by the Secretary for the sale or disposition of milk to low-income consumers, including persons on relief, the price shall be \$1.80 per hundredweight.

2. Delete Sec. 935.4(a)(2) and substitute therefor the following:

(2) Class II milk - \$1.80 per hundredweight.

3. Delete in Sec. 935.4(a)(3) the phrase "15 cents" and substitute therefor the phrase "25 cents."

4. Delete from the first sentence in Sec. 935.8(d) the phrase "Each handler" and substitute therefor the following:

On or before the 10th day after the end of each delivery period each handler.

5. Delete from the last sentence in Sec. 935.8(d) the phrase "Such cooperative association" and substitute therefor the following:

On or before the 10th day after the end of each delivery period such cooperative association.

Sec. 935.10 Effective time, suspension, and termination of marketing agreement. (a) Effective time. The provisions hereof, or any amendment hereto, shall become effective at such time as the Secretary may declare and shall continue in force until suspended, or terminated, pursuant to paragraph (b) of this section.

(b) Termination of marketing agreement. The Secretary may terminate this agreement whenever he finds that this agreement obstructs



or does not tend to effectuate the declared policy of the act. This agreement shall, in any event, terminate whenever the provisions of the act authorizing it cease to be in effect.

(c) Continuing power and duty of the market administrator. If, upon the suspension or termination of any or all provisions hereof, there are any obligations arising hereunder, the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: Provided, That any such acts required to be performed by the market administrator shall, if the Secretary so directs, be performed by such other person, persons, or agency as the Secretary may designate.

(1) The market administrator, or such other person as the Secretary may designate, shall (a) continue in such capacity until removed by the Secretary, (b) from time to time account for all receipts and disbursements and deliver all funds or property on hand, together with the books and records of the market administrator, or such person, to such person as the Secretary shall direct, and (c) if so directed by the Secretary, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant thereto.

(d) Liquidation after suspension or termination. Upon the suspension or termination of any or all provisions hereof, the market administrator, or such person as the Secretary may designate, shall, if so directed by the Secretary, liquidate the business of the market administrator's office, and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.

Sec. 935.11 Liability. (a) Liability of handlers. The liability of the handlers hereunder is several and not joint and no handler shall be liable for the default of any other handler.

Sec. 935.12 Counterparts and additional parties. (a) Counterparts of marketing agreement. This agreement may be executed in multiple counterparts, and when one counterpart is signed by the Secretary all such counterparts shall constitute, when taken together, one and the same instrument, as if all such signatures were obtained in one original.

(b) Additional parties to marketing agreement. After this agreement first takes effect, any handler may become a party to this agreement if a counterpart hereof is executed by him and delivered to the Secretary. This agreement shall take effect as to such new contracting parties at the time such counterpart is delivered to the Secretary, and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such new contracting party.

Sec. 935.13 Signature of parties.

IN WITNESS WHEREOF, the contracting handlers, acting under the provisions of the act, for the purposes and subject to the limitations herein contained and not otherwise have hereunto set their respective hands and seals.

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name Title

Address \_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_  
Date



RECORD OF MILK HANDLED  
DURING THE MONTH OF OCTOBER 1940

The undersigned certifies that to the best of his knowledge, as shown by his books and records, he handled during the month of October 1940 \_\_\_\_\_ hundredweight of milk covered by this agreement and marketed within the Omaha-Council Bluffs marketing area.

SEAL \_\_\_\_\_

(Signed)

By \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he has read the foregoing statement by him subscribed and knows the contents thereof and that the same are true and correct to the best of his knowledge and belief.

\_\_\_\_\_  
Notary Public

AUTHORIZATION TO CORRECT TYPOGRAPHICAL  
ERRORS TO BE EXECUTED BY ALL SIGNERS

We, the undersigned, hereby authorize O. M. Reed to consent on our behalf to the correction of any typographical errors which may have been made in the marketing agreement, as amended, regulating the handling of milk in the Omaha-Council Bluffs marketing area.

\_\_\_\_\_  
Date Firm name

\_\_\_\_\_  
Name Title - Seal  
(If corporation)

Corporation only  
CERTIFICATE OF RESOLUTION

At a duly convened meeting of the board of directors of

\_\_\_\_\_ held at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 1941

the following resolution was adopted:

RESOLVED, that \_\_\_\_\_  
shall become a party to the marketing agreement, as amended, regulating the handling of milk in the Omaha-Council Bluffs marketing area, as read and explained to the meeting, and it is further

RESOLVED, that \_\_\_\_\_ (title)

and \_\_\_\_\_ (title)  
be, and hereby are authorized and directed to sign, execute, and deliver a counterpart of said agreement attached hereto, to the Secretary of Agriculture, together with an authorization naming O. M. Reed to correct typographical errors.

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
do hereby certify that this is a true and correct copy of a resolution adopted at the above-named meeting, as said resolution appears in the minutes thereof.

\_\_\_\_\_  
Address of firm SEAL

AND SEAL AT SIGNATURE LINE IN BODY OF AGREEMENT

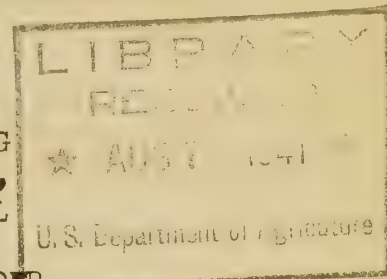


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Council Bluffs  
Docket No. AO 86-A2

Notice of hearing signed by  
the Under Secretary of Agriculture  
July 2, 1941.

UNITED STATES DEPARTMENT OF AGRICULTURE  
SURPLUS MARKETING ADMINISTRATION  
Dairy Division

PROPOSAL TO AMEND THE TENTATIVELY APPROVED MARKETING AGREEMENT, AS AMENDED, AND ORDER NO. 35, AS AMENDED, REGULATING THE HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS MARKETING AREA, UPON WHICH THE SECRETARY OF AGRICULTURE HAS BEEN REQUESTED TO HOLD A HEARING UNDER THE AGRICULTURAL MARKETING AGREEMENT ACT OF 1937.



The Nebraska-Iowa Non-stock Cooperative Milk Association has presented to the Secretary a request for a public hearing on a proposal to amend the tentatively approved marketing agreement, as amended, and Order No. 35, as amended, regulating the handling of milk in the Omaha-Council Bluffs marketing area under the Agricultural Marketing Agreement Act of 1937.

The Agricultural Marketing Agreement Act of 1937 authorizes the Secretary of Agriculture after due notice of and opportunity for hearing to enter into marketing agreements with, and to issue and amend orders applicable to, processors, producers, associations of producers and others engaged in the handling of milk and its products in the current of interstate or foreign commerce and authorizes the Secretary of Agriculture to call hearings whenever he has reason to believe that the issuance of an order or of an amendment to an order will tend to effectuate the declared policy of this act. In simple terms, as applied to milk, the declared policy of the act is to establish and maintain such orderly marketing conditions for milk in interstate commerce as will establish prices for milk at a level which will give that milk a purchasing power with respect to articles that farmers buy equivalent to its purchasing power in a prescribed base period, after taking into account the available supplies of feed, the prices of feed, and other economic conditions affecting the demand for and the supply of milk.

In response to the petition of the Nebraska-Iowa Non-Stock Cooperative Milk Association, the Secretary of Agriculture has called a hearing to be held in the North Court Room, Post Office Building, at Omaha, Nebraska, beginning at 10:00 a.m., c.s.t., July 9, 1941.

At the above time and place opportunity will be given for interested parties to present evidence as to each and every amendment proposal set forth below. It is suggested that each interested party who so desires carefully present all facts which he feels the Secretary of Agriculture should have in the record of the public hearing upon which to base a decision as to whether the said agreement, as amended, and order, as amended, should be amended. The best interests of a proponent or of an opponent of the amendment proposals will best be served by his presentation, concisely and adequately, of the relevant facts in his possession, reserving

his arguments for filing in written form at the close of the hearing session.

The publication of the amendment proposals in this form is for the convenience of interested parties and is not to be considered as in any way signifying their approval by the Secretary of Agriculture.

Amendments Proposed by the  
Nebraska-Iowa Non-Stock Cooperative  
Milk Association

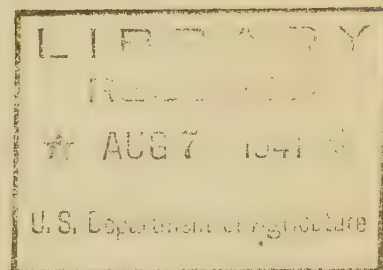
1. Delete in Sec. 935.4(a)(1) the figure "\$2.25" and substitute therefor the figure "\$2.65;" delete the figure "\$1.80" and substitute therefor the figure "\$2.20."
2. Delete Sec. 935.4(a)(2) and substitute therefor the following:
  - (2) Class II milk - \$2.00 per hundredweight: Provided, That in no event shall the Class II price be less than the Class III price plus 20 cents.
3. Delete in Sec. 935.4(a)(3) the phrase "25 cents" and substitute therefor the phrase "35 cents."
4. Add to Sec. 935.4(b) the following: Provided, That in no event shall Class I milk be sold outside the market area at less than the uniform price of the milk in the area.
5. Delete in Sec. 935.8(f) in the last full line, the phrase "34.9 cents" and substitute therefor the phrase "but less than 35 cents;" delete the final phrase "more than 34.9 cents" and substitute therefor the phrase "35 cents or more."



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Omaha-  
Council Bluffs

Docket No. AO 86-A 2

UNITED STATES DEPARTMENT OF AGRICULTURE  
SURPLUS MARKETING ADMINISTRATION  
DAIRY DIVISION



NOTICE OF HEARING WITH RESPECT TO A PROPOSAL  
TO AMEND THE TENTATIVELY APPROVED MARKETING  
AGREEMENT, AS AMENDED, AND ORDER NO. 35, AS  
AMENDED, REGULATING THE HANDLING OF MILK IN  
THE OMAHA-COUNCIL BLUFFS MARKETING AREA.

Notice is hereby given of a hearing to be held in the United States Post Office Building, Omaha, Nebraska, beginning at 10:00 a.m., c.s.t., on July 9, 1941, on proposed amendments to the tentatively approved marketing agreement, as amended, and to Order No. 35, as amended, regulating the handling of milk in the Omaha-Council Bluffs marketing area.

This notice is given pursuant to the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended, and of the General Regulations, Series A, No. 1, as amended, of the Agricultural Adjustment Administration, United States Department of Agriculture.

Proposed amendments have been submitted by the Nebraska-Iowa Non-Stock Cooperative Milk Association, and this public hearing is for the purpose of receiving evidence with respect to such proposed amendments (1) revising the minimum prices for Class I milk, (2) revising the minimum price for Class II milk and fixing a minimum relationship with the price for Class III milk, (3) revising the minimum price for Class III milk, (4) revising the pricing provision relating to milk sold outside the marketing area, and (5) revising the provision relating to the butterfat differential.

Copies of the proposed amendments may be obtained from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, Washington, D. C., in Room 0310, South Building, or may be there inspected.

(S) Paul H. Appleby  
Under Secretary of Agriculture

Dated: July 2, 1941  
Washington, D. C.





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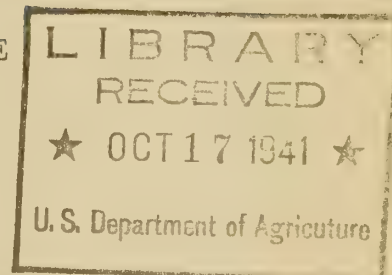
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Omaha - Council Bluffs

Docket No. AO-86-A2

UNITED STATES DEPARTMENT OF AGRICULTURE  
SURPLUS MARKETING ADMINISTRATION

Dairy Division  
Washington, D. C.



TENTATIVELY APPROVED MARKETING AGREEMENT, AS AMENDED  
REGULATING THE HANDLING OF MILK IN THE  
OMAHA-COUNCIL BLUFFS  
MARKETING AREA

I hereby certify that this document is a true and correct  
copy of the said marketing agreement, as amended, as tentatively  
approved by the Acting Secretary of Agriculture.

Hearing Clerk,

U. S. Department of Agriculture

Dated: September 5, 1941

Washington, D. C.

INSTRUCTIONS FOR SIGNING MARKETING AGREEMENT  
(Please read carefully before signing)

Handlers of milk who wish to enter into the Marketing Agreement, as Amended, Regulating the Handling of Milk in the Omaha-Council Bluffs Marketing Area with the Secretary of Agriculture should fill in and sign in accordance with the following instructions:

1. The agreement should be signed in the space provided for the signer's signature and address in Sec. 935.14. The type of business organization which you represent, whether corporation, partnership, or individual, should be indicated with your signature. If your business is organized as a corporation you should be sure to impress the corporate seal at the left of your signature.

2. The amount of milk handled during the month of May 1941 should be indicated in Sec. 948.13(b).

3. If your business is a corporation the board of directors should pass a resolution in the form attached to the end of the agreement, authorizing the signing of this agreement.

4. In the case of partnerships and corporations the agreement should be signed by persons authorized to represent the same, such authorization to be indicated.

When the above procedure has been completed, the agreement should be returned to Wayne McPherrren, Referendum Agent, 418 Post Office Building, Omaha, Nebraska.



MARKETING AGREEMENT, AS AMENDED, REGULATING  
THE HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS  
MARKETING AREA

WHEREAS, under the terms and provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937 (50 Stat. 246), the Secretary of Agriculture of the United States is empowered, after due notice and opportunity for hearing, to enter into marketing agreements with processors, producers, associations of producers, and others engaged in such handling of any agricultural commodity or product thereof as is in the current of interstate or foreign commerce, or which directly burdens, obstructs, or affects interstate or foreign commerce, in such commodity or product thereof; and

WHEREAS, there being reason to believe that the execution of an amendment to the tentatively approved marketing agreement, as amended, and to the order, as amended, regulating the handling of milk in the Omaha-Council Bluffs marketing area, would tend to effectuate the declared policy of said act, notice was given, on the 2d day of July 1941, of a hearing which was held in Omaha, Nebraska, on the 9th day of July 1941, on a proposal to amend the said marketing agreement, as amended, and the said order, as amended, and at said time and place a public hearing was conducted at which all interested parties were afforded an opportunity to be heard on the proposal to amend the said marketing agreement, as amended and the said order, as amended; and

WHEREAS, the parties hereto, in order to effectuate the declared policy of said act, desire to enter into this marketing agreement, as amended;

NOW, THEREFORE, the parties signatory hereto (said parties being the handlers and the Secretary) agree that:

(a) The terms and provisions of Sec. 935.1 through Sec. 935.11 of Order No. 35, regulating the handling of milk in the Omaha-Council Bluffs marketing area, as issued by the Secretary on March 31, 1939, and amended by Amendment No. 1, issued on February 27, 1941, except as herein provided, shall be the provisions of this marketing agreement as if set out in full herein; and

(b) The said provisions shall be and are hereby amended, as follows:



1. Delete Sec. 935.4(a)(1) and substitute therefore the following:

(1) Class I milk - \$2.65 per hundredweight during delivery periods prior to May 1, 1942, and \$ 2.25 per hundredweight during delivery periods thereafter: Provided, That with respect to Class I milk disposed of by a handler under a program approved by the Secretary for the sale or disposition of milk to low-income consumers including persons on relief, the price shall be \$2.18 per hundredweight during delivery periods prior to May 1, 1942, and \$1.80 per hundredweight during delivery periods thereafter.

2. Delete Sec. 935.4(a)(2) and substitute therefor the following :

(2) Class II milk - \$2.00 per hundredweight during delivery periods prior to May 1, 1942, and \$1.80 per hundredweight during delivery periods thereafter: Provided, That in no event shall the Class II price be less than the Class III price plus 20 cents.

3. Delete in Sec. 935.4(a)(3) the phrase "25 cents" and substitute therefor the phrase "35 cents" during the delivery periods prior to May 1, 1942, and "25 cents" during the delivery periods thereafter.

4. Amend Sec. 935.4(b) to read as follows:

(1) Except as provided in (2) of this paragraph, the price to be paid by a handler for Class I milk disposed of outside the marketing area, in lieu of the price otherwise applicable pursuant to this section, shall be such price as the market administrator ascertains is being paid for milk of equivalent use in the market where such milk is disposed of: Provided, That in no event shall the price for Class I milk sold outside the marketing area be less than the average price of the milk in the marketing area.

(2) The price for Class I milk disposed of outside the marketing area for which no price can be ascertained on the basis provided in (1) of this paragraph, including Class I milk disposed of to Government institutions and establishments on the basis of bids, shall be the price for Class I milk set forth in paragraph (a) of this section.

5. Delete in Sec. 935.8(f) in the last full line, the phrase "34.9 cents" and substitute therefor the phrase "or more but less than 35 cents"; delete the final phrase "more than 34.9 cents" and substitute therefor the phrase "35 cents or more."

(c) The following provisions, in addition to the provisions of Sec. 935.1 through Sec. 935.11 of the said order, as amended, shall also be and are hereby a part of the agreement:



Sec. 935.12 Counterparts and additional parties. (a) Counterparts of marketing agreement, as amended. This agreement, as amended, may be executed in multipule counterparts, and when one counterpart is signed by the Secretary, all such counterparts shall constitute when taken together, one and the same instrument, as if such signatures were obtained in one original.

(b) Additional parties to the marketing agreement, as amended. After this agreement, as amended, first takes effect, any handler may become a party to this agreement, as amended, if a counterpart hereof is executed by him and delivered to the Secretary. This agreement, as amended, shall take effect as to such new contracting parties at the time such counterpart is delivered to the Secretary, and the benefits, privileges, and immunities conferred by this agreement, as amended, shall then be effective as to such new contracting party.

Sec. 935.13 Authorization to correct typographical errors and records of milk handled during the month of May 1941. (a) Authorization to correct typographical errors. The undersigned hereby authorizes O. M. Reed, Chief, Dairy Division, Surplus Marketing Administration, to correct any typographical errors which may have been made in this marketing agreement, as amended.

(b) Record of milk handled during the month of May 1941. The undersigned certifies that he handled during the month of May 1941 \_\_\_\_\_ hundredweight of milk covered by this agreement, as amended, and disposed of within the marketing area.

Sec. 935.14 Signature of parties.

IN WITNESS WHEREOF, the contracting handlers, acting under the provisions of the act, for the purposes and subject to the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name Title

(SEAL)

\_\_\_\_\_  
Address

Attest: \_\_\_\_\_

\_\_\_\_\_  
Date



Corporation only

CERTIFICATE OF RESOLUTION

At a duly convened meeting of the board of directors of

\_\_\_\_\_ held at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

1941, the following resolution was adopted:

RESOLVED, That \_\_\_\_\_  
shall become a party to the marketing agreement, as amended, regulating  
the handling of milk in the Omaha-Council Bluffs marketing area, as read  
and explained to the meeting, and it is further RESOLVED, that

\_\_\_\_\_ (title)

and \_\_\_\_\_ (title)

be, and hereby are authorized and directed to sign, execute, and deliver  
a counterpart of said agreement attached hereto, to the Secretary of  
Agriculture, together with an authorization naming O. M. Reed to correct  
typographical errors.

I, \_\_\_\_\_, secretary

of \_\_\_\_\_, do hereby certify  
that this is a true and correct copy of a resolution adopted at the  
above-named meeting, as said resolution appears in the minutes thereof,

\_\_\_\_\_

\_\_\_\_\_ Address of firm

SEAL

AND SEAL AT SIGNATURE LINE IN BODY OF AGREEMENT

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\_\_\_\_\_, being duly sworn, de-  
poses and says that he has read the foregoing statement by him subscribed  
and knows the contents thereof, and that the same are true and correct  
to the best of his knowledge and belief.

\_\_\_\_\_  
Notary Public